J. S. CARR JR.
PRESIDENT
A. M. CARR,
1ST VICE PRESIDENT
D. H. CARR,
2ND VICE PRESIDENT
S. M. G. CARR,
TREASURER
W. F. CARR,
SECRETARY & SUPT. MILLS

Durham Hosiery Mills

High Point, N. C.

New York Office:
[redacted] 88 LEONARD ST.
Chicago Office:
[redacted]
CONTINENTAL & COMMERCIAL BANK BLDG
208 LA SALLE ST.

DURHAM HOSIERY MILLS
OF DURHAM, N. C.
OF HIGH POINT, N. C.
OF CHARLOTTE, N. C.
OF GREENSBORO, N. C.
OF WINSTON-SALEM, N. C.
OF ROCKY MOUNT, N. C.
OF SANFORD, N. C.
OF HENDERSON, N. C.

January 1, 1925

Mr. D. W. Griffith,
720 Longacre Building,
New York, N. Y.

My dear Mr. Griffith:-

I had the privilege and profit of witnessing your motion picture production "America" on December 26th in High Point, N. C.

To say that I enjoyed the picture would be beside the mark at which this letter is aimed. To be sure, I was favorably impressed with the magnitude of the effort - with a great display. The scenes enacted and the lines projected portray vividly, and, I suppose, fairly accurately the facts which had to do with our nation's birth; and for all of this I am grateful to you.

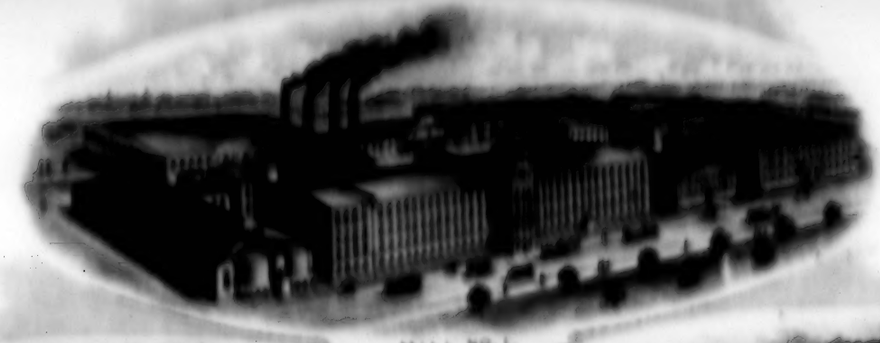
In the interest of fair play, honesty and justice; - in the interest of accuracy as well as of historic truth I feel constranied to write you. It has been my privilege to have investigated rather carefully the history of our country at the time you picture it and I am at a loss to understand ~~way~~ how one can present this crucial period in the life of our institution and constitution without recognizing and portraying the peculiarly ~~and~~ significant part played by that patriot and statesman Mr. Thomas Paine. An acquaintance with the fact would convince a seeker for truth that Mr. Paine was in spirit and in truth the father of our nation, the originator of the idea of Independence, the first to suggest the name of the United States and a friend and adviser of Washington and Jefferson. I am perfectly aware that these facts are not generally known and are not taught in our schools and colleges. Until a few years ago I had no idea of the truth relative to this matter, but am grateful that my eyes have been, to some degree, opened.

I am taking the ground that you are uninformed as to this matter, and, realizing the great good one in your position might render the world I am going to offer to put you in touch with the facts should you be interested.

I am no prude or fanatic in this matter;

(over)

DURHAM HOSIERY MILLS.



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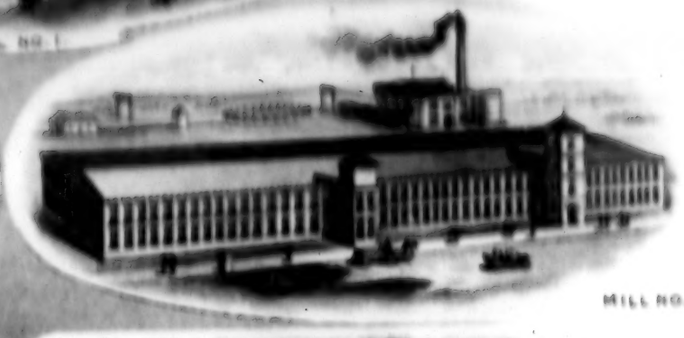
MILL No. 2.



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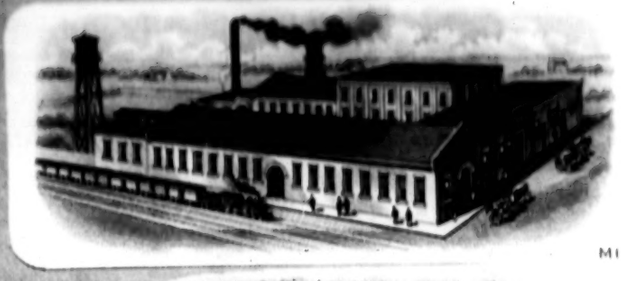

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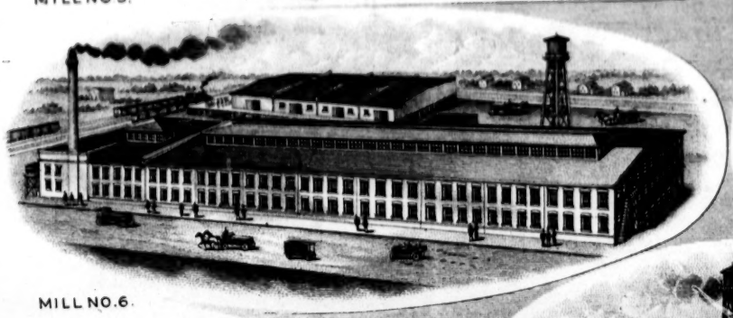

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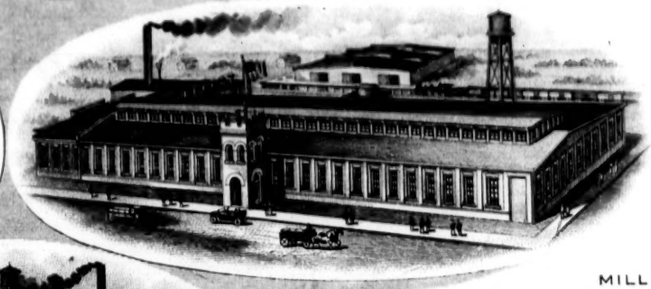

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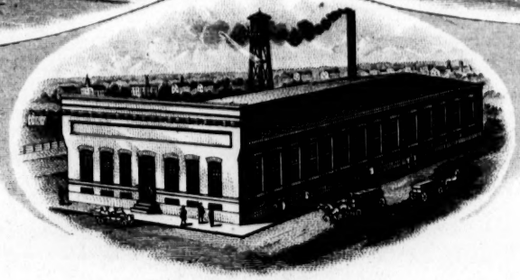

MILL No. 8.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY.

but I do believe in giving even the Devil his dues. This has not been done in the case of Mr. Paine.

I should like to hear from you and believe me,

Very truly yours,

JHG.S

PAYMENTS TO S. K. JACOBS ON A/C "ONE EXCITING NIGHT"
AS OF JANUARY 1, 1958

Mexico	$ 8438.35	
Australia	14744.60	
England	64588.70	
Cuba	8000.35	
France	5808.42	
South America	5644.88	
South Africa	6000.00	
Japan (Far East)	7000.00	
Germany	2700.00	
Holland	2000.00	
Total		$111,221.84

Personal Property Return

Form 58—1225—1935

ORDINARY BUSINESS CORPORATIONS
(See instructions on third page)

Date of notification of assessment

..... 1935

PENALTY for failure to file this report on or before March 15, is 5% and $1 for each 10 days or fraction thereof. Additional penalties on and after June 1.

Received in office of State Tax Commission

..... 1935

STATE TAX COMMISSION OF MARYLAND
Union Trust Building
Baltimore

REPORT AS OF JANUARY 1, 1935, OF D.W.GRIFFITH, INCORPORATED
(Name of Corporation)

Mailing address 1476 Broadway, New York City

1. Date of incorporation June 30th 1930 Place of incorporation Maryland

2. Nature of business conducted Producers of Motion Pictures

3. Where is the main office of such corporation in this State actually situated for the transaction of business? If such office is located in an incorporated city, please so state. If not, then give the name of county in which located. No office for transaction of business-principal office in Maryland-location #101 ~~East~~ Fayette Street, Baltimore, Md.

4. Does the company transact all or any part of its business in the State of Maryland? No

4a. If the company is a new one (operating in Maryland) state whether or not it succeeds an established business, giving name thereof No

5. Names and addresses of officers:

	Names	Addresses
President	D.W.GRIFFITH	Mamaroneck, New York
Secretary	A.H.T.BANZHAF	130 West 42nd Street, N.Y.City.
Treasurer	J.C.EPPING	1476 Broadway, New York City.

DIRECTORS

6.

Names	Names
D.W.Griffith	Mamaroneck, New York.
Lee Benoist	40 Wall Street, New York City.
A.H.T.Banzhaf	130 West 42nd St.,N.Y.City.
A.L.Grey	1476 Broadway, New York City.
Gwilym Lloyd	1476

7. CAPITALIZATION (See instruction three at bottom of form)

	Par Per Share	Authorized		Stock Certificates Issued		Stock Subscribed For & No. Certificates Issued	
		No. of Shares	Amount	No. of Shares	Amount	No. of Shares	Amount
~~Common~~ Stock	$ none	125000	$ none	121693	$ 1,083,199. 75	NO	$ none
Preferred Stock	$ none	375000	$ none	375000	$ 2,200,000	No	$ none
Other Classes	$		$		$		$
Total	$ none	500000	$ none	496693	$ 3,283,199.75	No	$ none

PERSONAL PROPERTY OF THE CORPORATION IN MARYLAND

Each question must be answered—see instruction 4

		Full Value	Highest amount of insurance any time during year
8.	Fixtures (other than machinery)	$	$
9.	Office, store or factory furniture and equipment (not to include machinery)	$	$
10.	These questions relate to conditions during year 1924. (a) Merchandise and stock in trade not manufactured by the corporation (other than raw material used in manufacture) — Highest value	$	$
	Lowest value	$	
	Average value	$	
	(b) Merchandise manufactured by the corporation and raw material (including raw material in process) — Highest value	$	$
	Lowest value	$	
	Average value	$	
	(c) Total cost of raw material purchased during year 1924	$	
	(d) Total cost of all other merchandise during year 1924	$	
11.	Ships, steamers, dredging machines and water craft of all kinds. State kinds and number	$	$
12.	Live stock (kinds and number)	$	
13.	If more than one, affix separate sheet. Motor vehicles (how many?)		
	Make and type		
	Year manufactured		
	Date when purchased ... Cost	$	$
	If truck, give capacity		
14.	Other vehicles (kind and number)	$	$
		Full value	
15.	Total gross sales, or amount of business transacted during the year 1924	$	
16.	Tools and machinery owned by the corporation actually employed by it in manufacturing		
	(a) Cost	$	
	(b) Date of purchase		Insurance
	(c) Valuation as now carried on books	$	$
	(d) Method of valuation		
17.	Tools and machinery not actually employed in manufacturing	$	$
18.	Other tangible personal property (not included in any item above classified). (Give description of property).		
	(a) Owned by the corporation	$	$
	(b) Owned by others and held by the corporation	$	$

19. City, taxing district (e. g. new Baltimore Annex), or county in which the tangible personal property returned in this schedule is located. If in more than one locality, specify kind and value in each place separately

	Date	Amount
20. All inventories taken during 1924 (Not to include real estate.)	.....	$ .....
	.....	$ .....

(a) Specify class of properties included in inventories .....

(b) What classes of properties are not included? .....

(c) On what basis are inventories taken, whether actual cost, ceiling value, etc? .....

21. At what time during 1924 was the amount of merchandise highest? .....

22. At what time during 1924 was the amount of merchandise lowest? .....

23. Securities held by the corporation, being schedule of dividend paying shares in foreign corporations, and of interest paying bonds and other evidences of debt issued by individuals, firms or domestic or foreign corporations or by any state or political sub-division of a state other than the State of Maryland and its political sub-divisions (par or face value).

This is not to include mortgages on property in Maryland, or commercial paper given in due course of business or on account of purchase of goods.

.....

.....

.....

[Corporate Seal]

Date .....

.....
Signature of Officer of Corporation

STATE OF ~~MARYLAND~~ New York, ... New York ..... to wit:
City or County

ALBERT H.T.BANZHAF ..... the ..... Secretary ..... of the
Name of Officer — Designation of Officer

D.W.GRIFFITH, INCORPORATED
..... a corporation, being duly sworn made oath that he has carefully read the instructions on this form and the foregoing is a return of all the personal property of every kind and description within the State of Maryland required to be returned under this schedule, owned or held by the said corporation on January 1, 1925, and that the property has been valued at its full cash value without reference to a forced sale; and that the statements contained in this schedule are full, correct and true, without evasion or mental reservation whatsoever and that the list of stockholders filed on behalf of the corporation for use in connection with this report is a full and correct list of the stockholders and of the respective places where they reside, so far as is required by law.

Sworn and subscribed to before me this ..... day of ....., 1925.

.....
Notary Public

INSTRUCTIONS

(Read Carefully)

1. *The information called for in this report is required by law*, and refers to the 12 calendar months of 1924. If the company has not been engaged in business for the whole year the report shall cover the period during which the company was so engaged.

2. *The fact that the company has transacted no business* does not relieve it from filing a report. If such is the case a report must be filed and the company's status stated under oath.

3. *Franchise Tax.* If the company's entire authorized capital was not issued on January 1, 1925, then the number of shares so issued and outstanding on said date must be stated on this form which must be filed not later than March 15, 1925, otherwise, under the law the franchise tax will be calculated on the entire authorized, and not on the issued, capital stock. Every block in question No. 7 must be answered.

4. *All blank spaces* calling for information must be filled out. If there is nothing to return as to any item the word "no" or "none" must be written in such blank spaces.

5. *Real estate is not to be reported.*

NOTE: No entries are to be made on this page by the officers of the corporation

Aggregate capital stock on which franchise tax is calculated $.....

Franchise Tax..... $.....

Penalty for failure to file Report by March 15, 1945..... $.....

Assessed valuation of tangible personal property subject to { State and Local Tax $..... / State Tax only $.....

Assessment entered....., 1945.

.....

.....

.....

Commissioners

DISTRIBUTION TO LOCALITIES.

	NO. OF SHARES	ASSESSMENT
BALTIMORE CITY		
Baltimore City New Areas		
COUNTY		
TOTAL		

INCORPORATED TOWNS

TOWN	NO. OF SHARES	ASSESSMENT

State assessment subject to tax $..... Tax $.....

"HIS DARKER SELF"

January 1, 1955.
Release Date March 15, 1954.

Sales to January 1, 1955	376960.15
Gross Played and Earned	[illegible]
Unplayed Contracts as Date	[illegible]

Played and Earned - U. S. and Canada - Jan. 1

Gross	350042.38		
G & H Corp. share		37841.67	
Less Release Expense & Prints		24374.95	
Net Earnings			13466.64

Accounts to be Paid Prior to D. W. G., Inc.

Manufacturers Trust Co.-Loan	65000.00	
Net Earnings Applied	13466.64	
Amount still to be paid		51533.36

Notes Payable	25000.00
Miscellaneous Accts Pay. (exclusive of D. W. Griffith, Inc)	7000.00
Total Payables- - - - - - -	83533.36

United Artists Corporation
729 Seventh Avenue
New York

Bryant 1714

January 8, 1925

In reply please
refer to 1/2/25 RK

D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City.

Gentlemen:- Attention of Mr. Klume.

Replying to your letter of December 26, 1924 regarding 2-1/2% deducted from Settlement Statements - the total amount deducted up to and including Settlement Statements dated December 13, 1924, is $26,804.70.

Very truly yours,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

RK:AP

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York Office,
January 8, 1925.

Dear Walbat

I have just had the ring appraised by three different people and the highest value placed on it is $460. Another valuation was $450 and another $420. I told one of the men what you claimed was paid for the ring and he said it was absurd and he would not believe that anyone would pay such a price for this particular ring. He said there was a certain value to the setting but the principle value of the setting is the sentimental value attached to the inscription otherwise there would be no value with the exception of the platinum.

I just wanted to let you know how it stands. The bracelet I have not had valued as yet, but you will readily see that Carl did not pay as much as he told you or he was horribly cheated. As soon as I get a definite proposition I will cable you and it is then up to you to accept or reject it.

Sorry to have to tell you this, but it is best to know the truth.

With kindest regards,

Sincerely,

P. S. Just as I was about to mail this letter, I received your letter and I hope that everything will turn out well, but to become discouraged while you are struggling for bigger things is a mistake. There is an old sayman that "He who cannot stand adversity will fail in prosperity".

I have not a doubt that you have a great career before you and that things will be very prosperous and bright in the future for you. That your present predicament is very trying is true, but you must never become discouraged. If hope fails, everything is lost. You should try and penetrate the present mass of discouraging circumstances and perceive the bright future, brighter perhaps than you have ever dreamed of. Personally, I have no doubt about it, but unflagging courage is prerequisite. I am not talking theoretically, I am talking from hard and cold blooded experience. Such a career as you have before you lends promise of very great and unusual rewards which can be attained only by unusually hard work and severe sacrifices. Anything easily gotten is often fraught with disappointments after you have achieved it. Courage and patience are two fundamentals that lead to success in any endeavor. To cultivate patience is often quite difficult, especially to a person of your temperment, but to uphold courage is not difficult. There is a lot of wisdom in the following verse:

It is EASY to wail, to mourn and to cry
That you're tired and weary and wishing to die.
But to fight on and struggle, and to play
Life's lone card
In the face of adversity, friend, that's hard.

Anyway, a happy New Year.

I will get the very best bid I can for the jewelry and as I stated in the attached letter I will cable you, and it is for you then to accept or decline. Personally, in view of your present circumstances I would unhesitatingly accept any fair offer.

Telephone Murray Hill 2919 2 1 0 Cable Address GASCOIGN, New York

GASCOIGNE, REID AND COMPANY, INC.

INSURANCE

5 EAST 44th STREET

NEW YORK

Jan. 8, 1935

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Gentlemen Att: Mr. R. A. Klune

This is to acknowledge receipt of your letter of the 29th ult., together with copy of communication addressed to Mr. Griffith by John J. Conroy, attorney for John T. Stanley Co., Inc.

We have been in touch with the Insurance Company and they are giving the matter their attention.

Very truly yours,

GASCOIGNE, REID AND COMPANY, INC.

L BY V.P.

4410 BURNS AVENUE
LOS ANGELES CAL
Jany 2d 1926

Mr D W Griffith
Orients Point
Mamaroneck N.Y.

My Dear Mr Griffith:-

Three months ago after continued failure to get any word from Mr Epping and his staff regarding the refunding of my transportation to Los Angeles, which I had advanced, and which your organization had contracted to pay, I wrote to you, and presto I got a reply dated Oct 15th and signed by Raymond A Klune, who I presume is Mr Epping's assistant .

In this he asked me to wait just a little longer stating you were just finishing your "DAWN" and that he trusted I would oblige a little longer, etc etc.

"Isn'T Life Worth Living" has been successfully launched for quite some time now and still I fail to get the refund. Since I collapsed under the grilling grind of ceasless hours of attention to labor in your fold and have since been paying the penalty of having been unfit for any steady efforts, and in addition am paying one hundred to onehundred and fifty dollars monthly for medical treatment and reconstruction, I feel the office is treating me rather shabbily. When may I expect it?

I write to you, because I know your human side and the sense of fair play in you and because, just now I am suffering additionally in that my mother died two days ago.

With Best Wishes for a Successful and Prosperous New Year I am

With Sincerest Appreciation,

Joseph C Friel.

1476 Broadway,
New York City, N. Y.,
January 8, 1926.

Mr. H. H. Abbey,
Kenton Theatre,
Louisville, Ky.

Dear Mr. Abbey:

I have just heard of your letter concerning the late Colonel Henry Watterson, and I must say that never in my life has anything hurt me more than this. There has been a terrible mistake made somewhere. I will state that such was my love and respect for Colonel Henry Watterson, though I knew him but very slightly personally, that instead of any chance of him waiting for me in my office and being sent away without seeing me, I would have gone at any time even to Louisville to see Colonel Watterson had he made it known to me that he would like to see me, and nothing could be more absurd than the possibility of me keeping him waiting when he was calling upon me.

All of this is news to me, and I cannot understand anything pertaining to the matter, excepting the plain and simple fact that I know nothing of such an incident and have never heard of such an incident as that of Colonel Watterson visiting me at any time or place. I would indeed have been proud to have had the honor of such a visit, in fact I consider it an honor to have been in my small, humble, inconsequential way connected with the great Colonel Henry Watterson. So true is this fact that I confess one of my weaknesses to-day is boasting of this fact.

However, as the gentleman in question has stated that Colonel Watterson made this remark to him, I intend to look this matter up and discover through what mysterious incident, though it was certainly through no fault of mine, any such impression should have been created.

Most sincerely yours,

DWG/CC

January 8, 1926.

Mr. Gresson E. Smith,
CHICAGO.

Dear Gress:

Replying to yours of the 29th in which you enclosed us Mr. Abbey's letter from Louisville, dated December 28th. We are referring this to the Griffith office and they may or may not think it best to take the matter up.

Knowing Mr. Abbey as I do, I am inclined to think that the matter is not nearly so serious as he seems to feel it is. Moreover, knowing Mr. Griffith as I do, I know that a discourtesy would be absolutely impossible for him. If he wanted to be discourteous he wouldn't know how to do it. And he certainly would never have shown anything but the utmost respect for "Marse" Henry.

As a matter of fact, I think Mr. Abbey has just found a "mare's nest".

Sincerely yours,
UNITED ARTISTS CORPORATION

WWH:SF

General Sales Manager.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

United Artists Corporation
729 Seventh Avenue
New York January 2nd, 1935

#R.

Kat

Mr. J. C. Epping, Treasurer,
D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City

Dear Mr. Epping:

We have to-day received a check from the Allied Artists Corporation, Ltd., London, in the amount of $625.76 as part payment on the advance of $3000.00 which was given to you to apply against the English earnings on "America".

Yours truly,

UNITED ARTISTS CORPORATION

bhy. Income "America" - England
Income Cont. England

Comptroller
T. A. Beach

ROD G

Ls not given

AGREEMENT, made and dated the 24 day of January 1928, between D. W. GRIFFITH INCORPORATED, a Maryland Corporation, having an office at 1476 Broadway, City and State of New York, party of the first part, hereinafter described as the Seller, and H. W. HAMMONS, of New York City, N.Y., hereinafter described as the Purchaser,

WITNESSETH: that the Seller agrees to sell and convey and the Purchaser agrees to purchase All that plot or parcel of land, with the buildings and improvements thereon at Orienta Point, Mamaroneck, in the County of Westchester and State of New York, bounded and described as follows:-

Beginning on the shore of Long Island Sound, at a stone set in the ground, on the strand leading to Long Beach, and in the line running across said Strand, as laid down on a map made by Stephen C. Parmenter, and filed in the then Clerk's, now Register's Office of Westchester County aforesaid, and in the line of land conveyed by Thomas I. Delancey and wife to Schurman Halsted and John G. Hadden, running thence in a southerly direction along the shore of Long Island Sound, and around Long Beach, following the shore of said sound, and of the Inlet which makes up between Long Beach and fishing Hummock, until you strike the first mentioned line, on the Strand, and across said Strand one chain in twenty links, to the place of beginning, containing thirty-two acres and forty hundredths of an acre of land more or less.

Also so much of the land under water as is included in the patent from the State of New York to John Greacen, Jr., dated March 14th, 1855, and bounded as follows, northerly by a line drawn from the center of the opening in the Dam nearest Long Beach, to a point in the westerly line of land conveyed to John W. Oliver, distant northerly five and a half chains, from the point just mentioned, in this conveyance, thence southerly

to this point.

Also all that certain piece or parcel of land under the waters of Long Island Sound and adjacent to the uplands, above described, bounded and described as follows:-

Beginning at high water mark on the land of Emma Lawrence Jacob adjoining the land belonging to the estate of G. I. Henshaw and running thence south five degrees, forty eight minutes west one hundred and sixty-eight feet; thence south twenty degrees, six minutes west thirteen hundred and one and eight-tenths feet to a point on beach rock; thence south forty degrees, four minutes west twelve hundred and ninety and eight-tenths feet; thence North sixty-three degrees, eighteen minutes west two hundred and ninety-eight and eight-tenths feet; thence north twenty-five degrees forty-eight minutes west four hundred and ninety-six and six-tenths feet; thence north ten degrees nineteen minutes east eight hundred and eighty-eight feet; thence north thirty degrees fifty minutes east seven hundred and sixty-eight feet; thence north sixteen degrees nine minutes east six hundred and forty and three-tenths feet to the middle of the most southerly sluice-way of the bridge leading across the creek to the land belonging to the estate of Cornelia B. Greacen, deceased; thence southerly, easterly and northerly along the land of Emma Lawrence Jacob, following the indentations of the shores at high water mark to the place of beginning, containing within said bounds twenty-nine and one-half acres (29-1/2) more or less. Being the same conveyed by the people of the State of New York to Emma Lawrence Jacob by Patent dated the 20th day of December, A.D. 1873, and recorded in Book of Patents No. 42, page 347.

Also all that certain piece or parcel of land adjoining the land already described and bounded and described as follows:-

Beginning at the centre of the highway and thence by the

northerly lines of the right-of-way granted in a deed by Charles J. Henshaw and wife to John Greacen, Jr., dated September 18, 1859, and recorded in Liber of Deeds, 418 page 397, to the line of the property herein first described, thence by the line of said property to Long Island Sound, thence by Long Island Sound to the centre of said highway, thence to the place of beginning, as shown by a diagram annexed to deed by Anna Lawrence Jacob and Leonard Jacob to Henry H. Flagler, dated June 1, 1882, and recorded in the Westchester County Register's office June 1, 1882, in Liber 1069 of Deeds, page 366, the northerly line of the land described being sixteen and a half feet northerly of the dotted line B, in said diagram, with an allowance of eighteen and one-half feet additional for a curve or sweep from the gate to the road as shown in the diagram. Together with all the right, title and interest of the party of the first part in and to the land under water adjoining the land last described.

Together with all riparian and wharfage rights appurtenant to said premises.

Also all the right, title and interest of the seller in and to a certain right-of-way for the maintenance of poles, conduits, etc. and subject to the obligations of the seller with relation thereto, copy of which easement is hereto annexed.

Subject to restrictions against said property, if any, and subject to zoning acts, if any, adopted by the Village or Town of Mamaroneck, or other duly constituted governmental authorities, and any state of facts which an accurate survey would show.

Subject to a mortgage now a lien against said premises in the sum of Fifty thousand ($50,000.) Dollars with interest, which mortgage, however, the seller hereby agrees to pay and discharge as hereinafter provided.

The price is Four hundred eighty-five thousand ($485,000.) Dollars payable as follows:

Ten thousand ($10,000.) Dollars on the signing of this contract, receipt of which is hereby acknowledged, - - - - - - - - - - - - - $10,000.

Seventy-thousand Dollars in cash on the delivery of the deed, hereinafter provided, - 70,000.

The purchaser shall give a bond secured by purchase money mortgage in the sum of Four Hundred five thousand Dollars, - - - - - - - - - - - - - - 405,000.

to be delivered to the seller upon delivery of the deed pursuant to this contract, which mortgage shall bear interest at the rate of 5% per annum and shall be payable as follows:-

$50,000. on the 1st day of September, 1925, and
$88,750. on the first day of September each and

every year thereafter until the full amount of $405,000. shall have been fully paid, and the purchaser shall be given the right to have released any part of the property hereinbefore described situated south of an imaginary straight line drawn from shore to shore across said property at a point crossing the center of the water-tank now located approximately at the north end of the so-called studio building on the said property upon payment to the seller for the release of such part of the property herein described together with the land under water and water rights, if any, adjacent to or in front thereof at the rate of $25,000. per upland acre, and the remaining acreage together with the land under water and water rights, if any, adjacent to or in front thereof, viz; that situated north of the said imaginary line hereinbefore mentioned shall be released upon payment of $15,000. per up-

land acre and any such payments so made by the purchaser for the purpose of so releasing any part of said property as aforesaid shall be applied as a credit against the current annual payment or payments due on said mortgage, and the purchase money mortgage above mentioned shall be reduced accordingly.

It is further expressly understood and agreed that the seller shall pay and discharge the mortgage in the amount of $50,000. with interest hereinbefore mentioned on or about the 1st day of September, 1925, out of and conditioned upon the payment by the purchaser of the sum of $50,000. on said date as hereinbefore mentioned and upon such payment the seller agrees to take proper steps to have said mortgage satisfied of record.

It is further understood and agreed that any payments which the seller may receive from the purchaser by reason of the release of certain parts of the premises herein described as hereinbefore provided, and before the 1st day of September, 1925, shall be tendered to the holder of the aforesaid mortgage in the amount of $50,000. to procure from said holder of said mortgage a release from the said mortgagee's mortgage of acreage or part thereof as per this agreement.

It is further understood and agreed that the purchaser may and hereby is given the right to make payments for release of acreage as aforesaid up to the amount of $50,000. with interest, and/or the $50,000., or the balance then due if any with interest that may be due to the holder of the mortgage, of $50,000. above described, directly to the holder of said mortgage and the seller shall give credit to the purchaser on the purchase money mortgage for such payments as may first become due by the terms thereof and said purchase money mortgage shall contain this provision.

The sale of this property is conditioned upon the pro-

curement of the consent of the holders of the majority of the Class "A" stock of the seller first had and obtained, which consent the seller agrees to make all reasonable and diligent efforts to endeavor to obtain. Should it not be possible for the seller to obtain the consent of the holders of a majority of the Class "A" stock on or before the date herein stated for the closing of title and delivery of the deed pursuant to this agreement, the initial payment of $10,000, with interest at 5% per annum hereinbefore mentioned shall be returned to purchaser and this contract shall become null and void.

The said sum of $10,000, shall, however, be and remain a lien against the premises herein described in such event and until it has been repaid with interest as hereinbefore provided. The seller further agrees in such event, only, to pay for the cost to the purchaser of the title search made on said premises and the cost of survey for title purphses.

In the event of default or breach on the part of the purchaser of the terms of this agreement, all payments made by the purchaser on account thereof shall be retained by the seller as and for liquidated damages, and the lien hereinabove mentioned in favor of the purchaser shall thereupon be null and of no effect.

The seller reserves unto itself the right to remove any and all material (such as lumber, raw stock, etc.) personalty, machinery and fixtures pertaining to the usual business requirements of the seller other than structural buildings on said property or personalty incidental to residential structure.

The purchaser shall have the option of closing title at any time prior to the date herein set after the seller has given the purchaser written notice, that the necessary consents of the stockholders of the seller have been obtained as hereinabove provided upon twenty (20) days' ~~xxxxx~~ previous

written notice to the seller, but the seller may remain in possession for the purpose of completing any motion picture which may be in the course of production at the time of said notice, and for the purpose of removing any personal property and/or fixtures on the part of the seller as herein mentioned, but in no event later than five (5) months from the date hereof, but the purchaser shall not be excluded from any part of the premises not necessary for such purposes.

The deed shall be in proper statutory short form for record, shall contain the usual full covenants and warranty (excepting therein covenants or warranties as to riparian or wharfage rights and land under water, and land in the road or highway leading from Orienta Avenue to the premises herein described) and shall be duly executed and acknowledged by the seller, at the seller's expense, so as to convey to the purchaser the fee simple of the said premises, free of all encumbrances except as herein stated.

The purchaser agrees to pay the seller's attorney's fee for drawing the bond and purchase money mortgage pursuant hereto, and agrees to pay the stamp taxes, mortgage taxes, and recording fee therefor.

If at the time of the delivery of the deed the premises or any part thereof shall be or shall have been affected by an assessment or assessments, of which the first installment is then a charge or lien or has been paid, then for the purposes of this contract all the unpaid installments of any such assessment, including those which are to become due and payable after delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the seller upon the delivery of the deed.

The seller represents, as an inducement for the purchase of the premises herein described, that within its knowledge

no condemnation proceeding affecting such premises are pending, and that it has no knowledge or information which would lead it to believe that any such proceedings are contemplated.

Water rents, insurance and taxes, if any are to be apportioned.

Loss or damage to said premises by fire until the delivery of the deed is waived by the purchaser.

The deed shall be delivered upon receipt of said payment at the office of ALBERT H. T. BAMBAS, 130 West 42nd St., in the City of New York, N.Y. at 11 o'clock on the 15th day of April, 1925.

The purchaser hereby warrants and represents to the seller that no broker is entitled to any brokerage in bringing about this contract of sale, and agrees to hold the seller harmless and free from any claim by any broker who may claim brokerage arising out of this sale.

It is further understood and agreed that the stipulations and agreements aforesaid shall apply to and bind the heirs, executors, administrators, successors or assigns of the respective parties hereto, but the purchaser is hereby given the right to assign his interest in this agreement to a Corporation to be formed by him for the purposes of this agreement and he shall be released from any and all liability under this agreement upon the assignment of his interest therein to the said Corporation and upon the assumption by the said Corporation of all the terms and conditions on the part of the said purchaser herein mentioned to be fulfilled.

Ewf
A.H.G.

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seals the day and year first above written.

D. W. GRIFFITH INCORPORATED

By: Albert H. Grey Vice Pres.

E W Hammons (L.S.)

CITY, COUNTY AND
STATE OF NEW YORK } ss.

On the 31st of January, in the year 1925, before me personally came ALBERT L. GREY, to me known, who, being by me duly sworn, did depose and say, that he resides in the City, County and State of New York; that he is the Vice-President of D. W. GRIFFITH INCORPORATED, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

Robert Fiedler

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 388
New York County Register's No. 6310
Commission expires March 30, 1926

CITY, COUNTY AND
STATE OF NEW YORK }

On the 31st of January, 1925, before me personally came E. W. HAMMONS, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

Robert Fiedler

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 388
New York County Register's No. 6310
Commission expires March 30, 1926

Agreement made and dated the 19th day of January 1960, between RAY L. ERB and MARY ELIZABETH ERB, his wife of the Borough of Manhattan of the City of New York, in the County and State of New York, parties of the first part, and D. W. G. CORPORATION a corporation organized and existing and by virtue of the laws of the State of Delaware, having its principal office for the transaction of business in the State of New York at No.8 Hester Street, in the Borough of Manhattan of the City of New York, in the County and State of New York, party of the second part.

WITNESSETH:

WHEREAS, the parties of the first part are the owners of certain premises at DeLancey's Neck in the Town of Mamaroneck, County of Westchester and State of New York which on a certain map entitled "Map of Fishing Hummock, Radcliff Property, Mamaroneck, Westchester County, N.Y." made by Purdy G. Sands, Surveyor, Portchester, N.Y., May 16, 1864 and filed in the office of the Register of Westchester County on July 24, 1864 as Map No. 736 are designated as Plots "1", "2", and "4", and

WHEREAS, the party of the second part is the owner of certain nearby or adjoining premises in said Town, County and State formerly known as the "Flagler" and "Crawford" premises, and

WHEREAS, the party of the second part is desirous of acquiring a permanent right of way or easement over the premises above mentioned owned by the parties of the first part,

NOW THEREFORE, in consideration of the sum of One Dollar and other valuable considerations to them in hand paid the parties of the first part do hereby give and grant unto the party of the second part, its successors and assigns forever;

A permanent right of way or easement to maintain a line or lines of poles or conduits and electric or other wires intended to furnish light, power, telephone and/or telegraph service to and from the said "Flagler" and Crawford" premises, over, upon or under the premises hereinabove mentioned owned by the parties of the first part. Said wires are to be strung upon poles or placed in conduits and said poles or conduits shall, at the request of the then owner of the premises above mentioned now owned by the parties of the first part, be removed (once only) by the party of the second part, its successors and assigns to a reasonable location upon the premises of the parties of the first part indicated by the then owner of the premises now owned as above mentioned by the parties of the first part.

The parties of the first part do also hereby give and grant unto the party of the second part, its successors and assigns a permanent easement of ingress and egress for itself, the agents and/or servants of any Company or Corporation supplying the aforesaid service over, upon, across or under the said premises of the parties of the first part for the purpose of constructing, maintaining, repairing and/or changing said pole, conduit or other lines above mentioned.

The above mentioned right of way or easement shall run to the owner or owners of said adjoining or nearby "Flagler" and "Crawford" premises, their heirs, successors and assigns forever and also to the owner or owners of certain other adjoining or nearby premises known as the "Constable" premises, their heirs, successors and assigns forever, reserving to the parties of the first part, their heirs and assigns a right to the use of said pole, conduit or other lines for service as aforesaid to the premises hereinabove mentioned now owned by the parties of the first part.

WITNESS the signature and seals of the parties.

In presence of:

C. J. REID
J. C. EPPING

Ray L. Erb (LS)
Mary Elizabeth Erb (LS)
D.W.G. CORPORATION
By: Albert H.T. Banzhaf,
President.

Ewx
AG

State of New York, County of ,) ss.

On this 19th day of January 1920 before me personally came Ray L. Arb and Mary Elizabeth Arb, his wife, to me known and known to me to be the individuals described in and who executed the foregoing instrument and duly acknowledged that they executed the same.

CORNELIUS J. REID
Notary Public, Queens Co. 2696
New York Co. 381
Westchester Co.

State of New York, County of New York) ss.

On the 20th day of January 1920 before me came Albert H. T. Banzhaf to me known, who being by me duly sworn did depose and say that he resides in Brooklyn, New York City that he is the President of D. W. G. Corporation the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

F. J. Farrington,
Commissioner of Deeds of the City of New York
My commission expires March 18, 1921
Certificate filed New York Co. Clerk 39.

New York Co. Reg. 21020
Bronx Co. Reg. 21004
Kings Co. Reg. 1010
Richmond Co. Clerk's office

Queens County Clerk 3285.

Recorded in the office of the Register of the County of Westchester, in Liber 2235 of Deeds Page 127 on the 22 day of Jan. A.D. 1920 at 10 o'clock 28 Min. 9 M.
Witness my hand and official Seal.

James K. Apgar
Register.

Memorandum of Agreement between the parties hereto.

It is agreed by the undersigned that the Griffith Corporation shall be entitled to remove any personality which it now owns or has heretofore sold to third parties which is situated on the premises formerly known as the Griffith Studio with the understanding herewith that if there should arise a question as to what is personality and what is reality, that the same shall first receive the O.K. or approval of the Edgewater Point Incorporated before the same is removed.

It is also understood between the parties hereto that the Edgewater Point Incorporated claims damages by reason of removal of certain property which it claims is realty and that an adjustment will be made between the parties at the earliest possible date in an endeavor to fully satisfy the purchaser pursuant to the terms and spirit of the contract under date of January 2, 1925 or their assigns hereto.

It is further agreed that the fact that the Edgewater Point Incorporated has taken title that they do not waive any of their rights under said contract as to the damages aforesaid mentioned and that the contract does not merge in the Deed as to this matter.

EDGEWATER POINT INCORPORATED

by E W Hammons

D. W. GRIFFITH INCORPORATED

D. W. Griffith

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

EDGEWATER POINT

Come
Live by the Water's Edge!

BEAUTIFUL, EXCLUSIVE

EDGEWATER POINT

(Formerly Flagler's Point) at Mamaroneck, Westchester County

One Mile of Water-front

NOW ON PUBLIC SALE FOR THE FIRST TIME

HERE is by far the most important suburban real estate announcement of the current season. Beautiful Edgewater Point, the former private estate of Henry M. Flagler, is for the first time in 40 years available in the form of a limited number of home sites for those in a position to meet the restrictions that are necessarily imposed.

The picture shows you at a glance to which class

30 Acres of Splendid Water-front Residential Property Highly Restricted. Limited to 30 or 40 Buyers.

A WONDERFUL OPPORTUNITY FOR A SELECT FEW. POSITIVELY YOUR LAST CHANCE TO OBTAIN DESIRABLE WATER-FRONT HOME SITES NEAR NEW YORK

Once Known as Flagler's Point

EDGEWATER POINT is rich in tradition. James Fenimore Cooper named it "Satan's Toe," wrote a novel under that title, and used the locality for his setting.

In 1880, Henry M. Flagler, Florida railroad magnate, bought the property and erected a 42-room mansion on the site. There such notables as John D. Rockefeller, Henry H. Rogers, John D. Archbold

Now on Public Sale For The First Time

HERE is by far the most important suburban real estate announcement of the current season. Beautiful Edgewater Point, the former private estate of Henry M. Flagler, is for the first time in 40 years available in the form of a limited number of home sites for those in a position to meet the restrictions that are necessarily imposed.

The picture shows you at a glance to which class of property Edgewater Point inherently belongs. Note its location 20 miles from New York. Note that it is a most sightly peninsula, extending from Orienta Point into Long Island Sound. Edgewater Point has a frontage of more than a mile on deep water, all of it suitable for private beaches.

All about are the beautiful estates of prominent New Yorkers. Yet none of these properties—fine as they are—have Edgewater Point's natural advantages.

The east side affords a superb view across to the Long Island shore, far up the Sound, and down to New York. On its other side, Edgewater Point faces beautiful Larchmont Harbor and the exclusive Larchmont Yacht Club.

All Plots Face on Shore

THE appeal of Edgewater Point is primarily to the person of means and taste, who cannot be fully reconciled with his lot unless he lives by the sea the year 'round. Despite its great and permanent investment value, this tract is offered to prospective residents, and not for solely investment or speculative purposes.

The property enjoys full riparian rights. Every resident enjoys the comfort, convenience and protection of a private beach. There is a private dock on the property for residents who wish to anchor their yachts in the harbor.

Edgewater Point is within easy motoring distance of New York, along the Boston Post Road. By express train, it can be reached from Grand Central Station in less than 40 minutes.

A Scenic Paradise

EVEN in its formerly uncultivated state, Edgewater Point seemed to lie under the spell of a magic beauty. And that beauty has been, and still is being, measurably enhanced by its former occupants and present owners. A commanding view of the ever-changing sea; the charm of great shade-trees, of abounding shrubbery, of colorful flower gardens are an inspiring setting for beautiful seaside homes. There is matchless beauty on every side to fill the appreciative eye with delight unbounded.

30 Acres of Splendid Water-front Residential Property Highly Restricted. Limited to 30 or 40 Buyers.

A Wonderful Opportunity for a Select Few. Positively Your Last Chance To Obtain Desirable Water-front Home Sites Near New York.

Ideal Location, in the Center of Suburban Wealth and Fashion. One-mile Water-front, Private Beaches, Bathing and Boating, Rural Charm and City Conveniences.

Residence in this peninsular paradise also pays immeasurably in health dividends. Nature, herself, has wrapped it in solitude and shielded it from the din now common even to rural lanes. And there is nothing like sea air to condition one for the daily grapple with the nerve-racking strain of the city.

Easy access to fine schools, churches, clubs, golf courses, tennis courts, polo fields, bridle paths, motor roads, bathing and boating facilities. An ideal haven, indeed, for successful, sports-loving and socially attractive people.

If you desire water-front sites of the highest grade; if you can successfully meet the requirements and restrictions that are every resident's best assurance of individual and mutual protection; you will find the door to this exceptional opportunity cordially open to you.

Yet consider the rareness of the offer, and the limited number of sites available. Prompt action is absolutely imperative.

Once Known as Flagler's Point

EDGEWATER POINT is rich in tradition. James Fenimore Cooper named it "Satan's Toe," wrote a novel under that title, and used the locality for his setting.

In 1880, Henry M. Flagler, Florida railroad magnate, bought the property and erected a 42-room mansion on the site. There such notables as John D. Rockefeller, Henry H. Rogers, John D. Archbold and Edwin Booth frequently foregathered with him.

Recently, a group of well-known New York and Westchester capitalists took over the property. The old Flagler mansion has been razed, and the necessary development work to making Edgewater Point one of the most magnificent and desirable suburban residential sections in the New York region is now fully under way.

The lure of California, the enchantment of Florida are well known. And now opportunity, which to many will seem even more alluring, perches on New York's very threshold. For Edgewater Point is a flawless emerald set in the shining sea; a self-contained residential center, made doubly attractive by its carefully guarded exclusiveness; a landed investment of unusual stability and security.

Remember that Edgewater Point represents your last chance to obtain water-front residential sites of highest quality anywhere in suburban New York.

Appreciate that the new owners are sparing no expense to make this sea-girt garden spot exceptionally attractive for the class of residents that it will naturally draw.

And realize that this is a *strictly limited offer all the way through*. Apply to the resident manager on the property (Edgewater Point, Mamaroneck, N.Y.), or ask your real estate broker for complete information and terms. Brokers protected.

EDGEWATER POINT, INCORPORATED
Room 1212—370 Seventh Avenue
New York, N. Y.

Gentlemen: Please send me further detailed information about the water-front residential development at Edgewater Point.

Name_____

Street_____

City_____ State_____

EDGEWATER POINT, INCORPORATED

STATE OF NEW YORK

STATE TAX COMMISSION

IN REPLY REFER TO
INCOME TAX BUREAU
DIVISION

INCOME TAX BUREAU

TAX DEPARTMENT

ALBANY

62

JAN 3 - [illegible]

David Wark Griffith,
% Griffith Ranch,
San Fernando, Calif.

Dear Sir:-

Reference is made to office letters of October 14 and November 25, 1924 concerning your 1923 tax return. You are advised that unless the information requested therein concerning deductions for attorney's fees, $9500.00 and loss of $54,663.32, suffered by reason of payments made on account of guaranteed indebtedness, is submitted within 30 days, it will be necessary to close the audit by disallowing such items and assessing additional tax accordingly.

As requested therein explanation should be made concerning the nature of the interest income reported in the amount of $5056.90 as taxable.

In replying, please refer to Division 44-File 27113.

Very truly yours,

STATE TAX COMMISSION

By Roy H. Palmer

Roy H. Palmer,
Assistant Director,
Chief-Audit Division,
Income Tax Bureau.

AAJ/AR

Empire Trust Company

FIFTH AVENUE OFFICE

580 FIFTH AVENUE,
(cor. 47th Street)

MAIN OFFICE
140 BROADWAY

LONDON OFFICE
2, 3, Threadneedle Street,
London, E. C.

CABLE ADDRESS
"EMPIRE" NEW YORK.

New York, January 5th, 1925

Price Waterhouse & Co.
56 Pine Street
New York City

Gentlemen:

In accordance with the request of D. W. Griffith, Inc. to furnish you with information regarding their loans with us as of December 31st, 1924, would state that they were indebted to us to the extent of $250,000. on their own paper, plus accrued interest of $3,828.97 to December 31st, 1924. The company in an agreement has assigned to us certain monies due from the United Artists Corporation which assignment was in effect December 31st, 1924.

Very truly yours,

Assistant Vice President.

CVL:DG

Copy sent to:- D. W. Griffith Inc.
Orienta Point
Mamaroneck, N.Y.

CONFIDENTIAL INFORMATION FOR YOUR PRIVATE USE AND WITHOUT RESPONSIBILITY ON THE PART OF THE TRUST COMPANY OF THE REPUBLIC

MEMBER FEDERAL RESERVE SYSTEM

GEORGE H. WEYERHAUSER, PRESIDENT
VICE PRESIDENTS
THOMAS A. BUCKLIN F. WILLIAMS
JOHN DALZELL C. S. MOSHER
JOHN THATCHER E. BENNIGH
F. H. FULLER R. A. HUNTER
ROGER WHITTLESEY
H. FERGUSON, VICE PRES. & SECY.
H. H. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY OF NEW YORK

ESTABLISHED 1887
60 BROADWAY
NEW YORK

January 5, 1935.

J. G. Epping, Esq., Treasurer,
D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sir:

We have this day received from the United Artists Corporation, checks aggregating $15,000, which amount we have applied on account of your interest bearing note with this Company, leaving a balance of $14,011.63.

Very truly yours,

C. E. Sigler,
Assistant Secretary.

WHS:MC
Banking

FIRST NATIONAL PRODUCTIONS
CORPORATION
807 East 175th Street
NEW YORK

January
6, 1925

Mr. J. C. Epping, Treas.,
D. W. Griffith Inc.,
1476 Broadway,
New York City

My dear Mr. Epping:

Herewith enclosed is check for $166.65 covering Miss Bruce's salary for the period December 29, 1924 to January 2, 1925, the day she finished worked in the production I WANT MY MAN (The Interpreter's House).

Very truly yours,

(H.H. Bruenner)

HHB-D.
Enc.

New York Office,

January [illegible], 1928.

L. Silver,
204 West 50th Street,
New York City.

Dear Mr. Silver:

Inclosed herewith, you will find a check in the amount of $300 which is in full payment of your services at the Rialto Theatre for the week of the "Man's Life Wonderful" engagement.

I am this day sending to Mr. Cesare Sodero, a check in the amount of $400 on account of the contract. This check is drawn in the usual manner, to L. Silver and Cesare Sodero. Mr. Sodero became highly indignant when I told him it was impossible to draw the check to either your or his order alone, inasmuch as it is against the law of the State of New York unless mutually agreed to in writing, and also in violation of Mr. Epping's instructions.

I have explained this to him to the best of my ability, but I do not think that he sees it quite clearly.

Very truly yours,

D. W. GRIFFITH, INC.

By

R.K.:IS
INC.

New York Office,

January [illegible], 1928.

Cesare Sodero,
7504 Fourth Avenue,
Brooklyn,
New York.

Dear Mr. Sodero:

Enclosed herewith, you will find a check on account of the contract in the amount of $400.

I took the matter up with Mr. Erpin today about having this check drawn to your order alone, and I myself told you it is impossible owing to the fact that the contract is on our ledgers under the name of Silver and Sodero.

I trust that this will not inconvenience you to any great extent.

For your information, the amount yet due you according to our records, is $750 on account of the original contract and $1000 addition.

Very truly yours,

D. W. GRIFFITH, INC.

BY

RAK:IS
INC.

VANDERBILT 0480

DISTINCTIVE PICTURES CORPORATION

566 Madison Avenue, New York City

January 6th 1926.

Mr. D. W. Griffith,
Hotel Astor,
New York City, N. Y.

Dear Mr. Griffith:-

We have lost our office copy of "THE MYSTERY OF EDWIN DROOD", but I will have a copy for you in the morning and will send it to you.

Sincerely yours,

HMHobart

Henry M. Hobart - vm

D. W. GRIFFITH, President
A. GRIFFITH GREY, Vice President

A. H. T. BANSHAF, Secretary
T. C. ERVING, Treasurer

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D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
1476 BROADWAY
NEW YORK CITY, N. Y.

TELEPHONE
PATENT

January 6, 1925

Mr. A. H. T. Banshaf,
100 East 42nd Street,
New York,
N. Y.

Dear Mr. Banshaf:

In connection with the Clifton matter, I have consulted Price, Waterhouse & Company on their method of computing net profits for commission purposes.

After quite a careful survey of their records and working papers, I have found that in the absence of a specific method they had used an absolutely unwarranted procedure in arriving at the net profits. As a result many things in the final analysis which would reduce the profits on "Way Down East", were not considered by them. This list of items which they did not take into consideration is far too great to enumerate herein, but the final facts as given by them under date of December 31st, 1924 are as follows:

Net Income for purposes of figuring commission	$1,643,708.62	
3% thereon		$48,200.
Amount Paid on Account		18,400.
Balance due		$30,800.

Inasmuch as there is no specific agreement setting forth the method by which this bonus is to be computed, I have made up the enclosed statement and if it meets with your approval, I would suggest that settlement be made on this basis

Very truly yours,

D. W. GRIFFITH, INC.

By Raymond A. Klune

7th Jan 1928

R. A. OWEN
COCONUT GROVE
FLORIDA

D.W. Griffith Co, New York.

Gentlemen,

Could you please inform Mrs Ruth Bryan Owen at this address of the total amount paid by you to her in 1924, for income tax report.

Yours truly,

R. A. Owen

FRANK L. COMMANDAY, President G. ALBERT MUSHER, Vice President LOUIS ROTH, Secretary-Treasurer

COMMANDAY-ROTH CO. INC.
PRINTING AS A FINE ART
207 WEST 25TH ST. NEW YORK
PHONE CHICKERING 1510-1511-1512

January 7th, 1926.

Mr. Epping,
D.W.Griffith,Inc.,
1476 Broadway,
New York City

Dear Mr. Epping:

We have your check of $ 100 as well renewal of $ 200 which represent note of $ 300.00 due to-day.

It is undoubtedly an imposition to continue to renew notes on an account nearly a year old and when $100 installments are being made on the notes, we do not know when the account will be paid in full.

The writer explained to you on a number of occasions that it was unfair to us to be placed in the class of bankers when the amount due us is for labor primarily and the merchandise delivered. We also asked you some time ago to be kind enough to pay substantial sums on notes renewed and we again request that this be done in the future.

Thanking you in advance for your co-operation, we remain

Yours very truly,

COMMANDAY-ROTH CO. INC.

F. L. Commanday
President.

FC GL

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 522 FIFTH AVENUE
NEW YORK CITY

149

WM. H. HAYS
PRESIDENT
CHARLES C. PETTY
SECRETARY

OFFICE OF THE PRESIDENT

January 7, 1925.

Mr. Albert Banzhaf,
150 West 42nd Street,
New York City.

Dear Mr. Banzhaf:

Please read attached copy of letter signed by Roy C. Crawford, dated January 3rd, apparently written in New York City, also copy of office memorandum in connection therewith.

This is evidently an ex parte attempt to establish verity for the carbon copy which the writer of the letter may use for improper purposes.

Will you please let me have any facts that you may learn in this regard?

With best wishes always, I am

Sincerely yours,

Will Hays

COPY

January 3rd, 1923.

Mr. Wm. H. Hays,
469 Fifth Ave.,
New York City.

My dear Mr. Hays:

I wish to report that I have just returned from Chicago, Baltimore and Washington and have arrange all preliminary matters for the immediate organization and incorporation of the American College of Cinema Craft, Inc.

It is the belief of Messrs. Higgins, Lee & Higgins of Chicago that the best site for the College is as suggested by the building committee, at Baldwin, L.I. and they have promised to underwrite, the $5,000,000.00 capital required to put the College into shape in case we can raise subscription among the producers and others, to the amount of $2,000,000.00.

For this purpose I am sending a like letter to all those who were present at our last meeting to ask you to be so kind and be present at the meeting and conference to be held Monday night, January 5th at 8 P.M. at my new apartment, 12 West 68th Street, whereto I move Saturday.

Kindly make sure to attend the meeting as I want to present the thing to our architect next week and have him start drawings and plans for the finished College. We must get workers on the job latest by February 1st.

With kindest regards and best wishes for a Happy, Healthy and Prosperous New Year, please believe me,

Most faithfully yours,

(Signed) ROY C. CRAWFORD
SECRETARY.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SECRET

January 6, 1925.

MEMORANDUM FOR MR. HAYS:

Reference attached letter from Ray W. Crawford, inviting you to meeting and conference to be held Monday night, January 5th, at 12 West 60th Street. This letter was received on the morning of January 5th. Inquiry of staff developed that our association had no information respecting party or his proposed or supposed plans.

At our suggestion a representative of the Better Business Bureau went to the address given; superintendent of building told them he never heard of Mr. Crawford, that there was no one of that name living there and that he did not know of any proposed meeting.

The Better Business Bureau will follow up further.

McKenzie.

D. W. GRIFFITH COLLECTION
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CHADBOURNE, HUNT, JAECKEL & BROWN

165 BROADWAY

WILLIAM M. CHADBOURNE
ALBERT C. HUNT
ALBERT JAECKEL
CHARLES H. BROWN
CHARLES W. BOOTH

CABLE ADDRESS "BOUVIERCHAD"

New York January 7, 1925.

Dear Sir:

With reference to a telephone conversation had between our office and you yesterday, will you be good enough to lend us a copy of the Articles of Incorporation of the D. W. Griffith Company? We are requesting this on behalf of Mr. A. Black Carr, a stockholder in the company. If we may use the copy you lend us for several days it will be appreciated, otherwise we shall have a copy made and return it to you.

Very truly yours,

Chadbourne Hunt Jaeckel & Brown

Albert H. Banzhof, Esq.,
130 West 42nd Street,
New York City.

BUREAU CONTROL COPY

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196
TFAM

EDUCATIONAL FILM EXCHANGES INC.

The largest distributors of quality short subjects

Executive Offices
Penn Terminal Building
330 Seventh Avenue

OFFICE OF THE PRESIDENT

NEW YORK January 7, 1938.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York, N. Y.

Dear Mr. Banshaf:

In order that I may take up the suggested change of terms with my associates, will you be kind enough to have the enclosed letter written to me. Just as soon as I receive it, I will take the matter up with my associates and I think it is quite likely that I will be able to get them to consent.

With kind regards, beg to remain

Very truly yours,

E W Hammons

EWH:G

Enc.1

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

149

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

Committee on BANKING PROCEDURE
and FINANCE of M. P. P. D. A.

OFFICE OF
J. NORMAN PATTON
ACTING TREASURER

January 7, 1925.

Dear Mr. Banzhaf:

Re Kentucky Real Town Show Corporation
Lexington, Ky.

I am sure you will be interested in noting the attached bulletin which has been issued by the National Vigilance Committee relative to a promotion in the South which was brought to our attention sometime ago.

This Association and the National Vigilance Committee are cooperating in the matter of protecting the public, all to the end that legitimate motion picture propositions may not be handicapped by the lowered public confidence in the industry which results from any unsound promotion.

It will be helpful if you will see that those who should be advised receive copies of this bulletin.

With kindest regards, I am

Sincerely yours,

J. Norman Patton

Secretary
Committee on Banking Procedure
and Finance

Mr. A.H.T. Banzhaf, Secretary,
D.W. Griffith, Inc.,
130 West 42nd Street,
New York City.

Truth-in-Advertising Bulletin

To Increase Public Confidence in Advertising and Business — *To Reduce Unfair Competition and to Protect the Public*

The National Vigilance Committee — **381 Madison Avenue, New York**

PROMOTER OF UNSUCCESSFUL MOVIE VENTURES OFFERS NEW PROJECT.

An announcement has been received from Lexington, Kentucky, to the effect that the natives of that state are to have the distinction of assisting in the development of a series of moving picture subjects to be produced and financed in Kentucky by Kentuckians. This announcement, together with a variety of descriptive pamphlets and literature, states that the proposition was the idea of Lester Park of New York city, who has established the KENTUCKY REEL TOWN SHOW CORPORATION in Lexington and is now offering an issue of debenture bonds to investors.

This company, a Delaware corporation, organized in March 1924 with a capitalization of 1500 shares of stock of no par value and an issue of $100,000 worth of 8% debenture bonds having a face value of $100 each. The "Reel Town Plan" of moving picture exploitation involves the production of a complete program of entertainment by the same company. The complete entertainment is to be exploited in the name of the state in which it is produced and is to include a feature picture of the usual six reel length, a pictorial review of points of interest in the state, a short length comedy subject, a tabloid fairy tale classic and a novelty screen magazine. Park's plans include the development of similar producing units in the various states of the country, the complete program to be exploited throughout the world as a contribution of the particular state to moving pictures.

The plan has not progressed beyond Kentucky where it is announced that a typical Kentucky novel will be produced as the basic feature of the Reel Show with local aspirants to movie honors appearing in support of prominent and popular screen actors and actresses.

So far as can be ascertained by investigation in this city and Kentucky, the proposition is not firmly enough established nor has it sufficient tangible assets to warrant calling this offering of debenture bonds an "investment".

It is agreed by financial authorities that a debenture is generally nothing more than a lien on the net income or earnings, if earned, and is not secured by tangible assets such as mortgages on real property. It is therefore possible that such an offering is likely to mislead unwary investors when offered a "bond" by a company of recent establishment whose income is problematical and whose real property is negligible. In other words, such a "bond" cannot be placed in the same class with securities generally known as bonds and which includes real estate mortgage bonds, government and municipal bonds and other tangibly secured obligations. Only recently Mr. T. B. Conner of the Georgia Securities Commission has reported on the matter of what constitutes a bond by stating that one of the Departments of State has gone so far as to hold that a bond must be secured in order to be called such.

With each bond purchased from the company the investor is given one share of the capital stock as a bonus.

Without going into the merits of the present proposition offered, it is interesting to delve into the past performance of the promoter of this enterprise and his brother Byron Park, who heads the fiscal agency engaged in selling debentures on an alleged 15% commission basis. In a booklet put out by the Reel Town Company, New York city, which is apparently a style taken by Park since there is no record of such company in telephone directories consulted, nor does it appear among the list

of corporation and trade names filed with the County Clerk of New York County, there appears the following statement concerning Lester Park:

> "Since I became a Producer, I have been interested in making more than thirty film features entailing in their sale, exploitation and cost of production considerably more than a million dollars"

and further:

> "Not a single one of the Pictures I have produced has ever been shelved, each production has received favorable mention at the hands of the critical reviewers of the Trade Press, and not a single one, in spite of any and all conditions, has failed to bring in enough cash from sales and rentals to return a splendid profit if the same quality of product were produced under The Reel Town Plan."

This statement of Park is not altogether clear in view of the outcome of his ventures in New York city. Park was connected with a number of propositions that were financed by individuals who have not only received no return but have lost their original investment. Among the companies with which Park was identified and which are reported to have been financially unsuccessful are the following:

Lillian Walker Pictures, Inc.
Fleur de Lys Films, Inc.
Sun-ray Pictures Company
Ogden Pictures Corporation
Vera Art Corporation

A number of pictures have been produced by Lester Park as claimed in his literature, the majority of which were individually financed by interested persons through a company generally incorporated for the production of the particular picture. A number of these pictures have been shown for a few times but it is reported that no further effort has been made to exhibit some of them, the films being shelved and no returns being made to investors. Likewise, it is said, that some of the players employed in the productions have failed to receive the full amount of the salaries contracted for, due to a provision in their contract in which 50% of their salary was to be paid while the actor was working, the balance to be forthcoming only when and if, the original investors received the return of the entire amount of their investment. A number of prominent screen players have failed to secure the balance of their salaries and it is interesting to note that the same plan of operation is being used in Park's latest enterprise. In addition to Lester Park, who is the president and founder of the Kentucky Reel Town Show Corporation, whose address is given as Salt Lake City, there appears the following officers:

James Tandy Ellis, vice president, Lexington, Kentucky.
W. C. Marshall, secretary, Lexington, Kentucky.
W. H. Crosthwait, treasurer, Lexington, Kentucky.

with W. S. Hamilton of Richmond, Va., these men constitute the Board of Directors.

The announcement has been made that the first feature picture to be produced is to be a typical Kentucky story from the pen of Mr. James Tandy Ellis, the vice president of the corporation.

Permission to sell the bonds of this company has been granted by the Securities Department of the State of Kentucky.

CLASS OF SERVICE DESIRED
Full Rate
Half Rate Deferred
Cable Letter
Week End Letter

WESTERN UNION CABLEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1009
Number
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Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to

Jan. 6, 1926

Deferred Rate

Malba McGreevy
bei Gotte
155 Kolnische Str.
Cassel
Germany

Have definite offer hundred fifteen for watch three twenty five for ring Three appraisals gave highest valuation for ring xx four sixty as all stones faulty Explained this in my letter mailed third on Aquitania Cable at once yes or no to Epping Greygrif Newyork

John

Chg D. W. Griffith, Inc.

105 A

January 6, 1926

D. Hilary Edwards, Esq.,
255 Broadway,
New York.

Dear Mr. Edwards:

I enclose my check for Twenty and 00/100 ($20.00) Dollars, in payment of the final fee on application for patent by Edward Scholl, filed February 21, 1923, Serial No. 620462, allowed July 28, 1925.

Yours very truly,

RR EM
Encl.

Form 1201B

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the usual number of words this is a telegram. Other words character or indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

BANZHAF.

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the usual number of words this is a telegram. Other words character or indicated by the symbol appearing after the check.

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

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BA917 39 3 EXTRA BLUE NY BOSTON MASS 9 329P

D W GRIFFITH INC

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ATTENTION RAYMOND KLUNE 1107 LONGACRE BLDG NEWYORK NY=

PLEASE SEND US CHECK FOR SEVENTY FIVE DOLLARS AS PER OUR LETTER OF OCTOBER TWENTY EIGHTH IN REPLY TO YOURS OF OCTOBER TWENTY FOURTH YOUR MR BANZHAF WILL ASSURE YOU OF THE LEGITIMACY ON THIS ACCOUNT=

OLIVER DITSON COMPANY.

CHARLES TREGLER LARK
COUNSELLOR AT LAW

ASSOCIATED COUNSEL:
JOHN H. FRANK
RALPH E. WILCHNER

667 FIFTH AVENUE
NEW YORK CITY

January 9, 1925.

D. W. Griffith, Inc.,
1478 Broadway,
New York City.

Gentlemen:-

For the filming of the picture play "America" you had occasion to use the premises of Mr. J. M. Palmer of Mamaroneck, N. Y., over a period of three days. Paul Revere's wild ride lay across the lawn, the patriots fired upon the redcoats from behind the house, and your employees made free of the place in general. In addition to this, part of the stone wall was torn down, probably to make a placement for the camera. Certainly for the use and for the damage done to the premises Mr. Palmer is entitled to compensation from you.

Mr. Palmer has twice rendered his bill for $300.00 to Mr. Griffith personally but has received no reply. I think that the sum which he asks is reasonable and I am sure the delay in making payment has been due to an oversight. Mr. Palmer has asked me to take up with you the adjustment of his claim.

Will you be good enough to give the matter your immediate attention?

Very truly yours,

Charles T. Lark

D. W. GRIFFITH, President
A. L. GREY, Vice-President

A. H. F. MARSHAL, Secretary
F. G. SPRING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1120

January 9, 1925

Mr. A. V. Hammons,
370 Seventh Avenue,
New York City.

Dear Mr. Hammons:

Referring to contract between this Company and yourself, dated January 8, 1925, for the purchase by you of property at Mamaroneck, New York, known as Orienta Point, for $485,000., we beg to confirm herewith our verbal understanding, modifying the said written contract as follows: You paid $10,000. on the date of signing the contract, namely: January 8, 1925; an additional payment of $70,000. is required on the closing of title and the balance of $405,000. is to be paid as follows:

$50,000. on September 1st, 1925, and
$88,750. on September 1st in each succeeding year until payment of such balance is completed.

You are hereby given the option of making payment as follows:

$120,000. on closing title, we immediately to satisfy and cancel of record the existing mortgages on said premises and take back from you a purchase money mortgage for the balance of $355,000. for a term of four years, with interest at the rate of 5% per annum, with release clause therein as provided in said contract. In the event such option is exercised, and payment of the said $120,000. is made on closing of title, we will immediately release from the lien of such mortgage property to the value of $50,000. in accordance with the terms of the contract for purchase above referred to, but said acreage so released for this purpose shall not be located south of the water tank line as defined in said agreement.

Except as herein modified, the said contract of purchase shall continue and remain in full force and effect.

Yours very truly,
D. W. GRIFFITH, INC.

BY Albert L. Grey
Vice Pres.

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT

TELEPHONE
VANDERBILT 5110

149

January 9, 1925.

Mr. D. W. Griffith,
D. W. Griffith, Inc.,
Mamaroneck, N. Y.

Dear Mr. Griffith:

Enclosed herewith is copy of letter received from Mr. Saul E. Rogers, General Counsel for Fox Film Corporation with copies of certain letters attached thereto, all relative to a situation of which the members should be advised.

I will be glad if you will read these letters.

With kindest personal regards, I am

Sincerely yours,

Will H. Hays

FOX FILM CORPORATION
[illegible] 56th Street,
New York City.

January 5th, 1925.

Mr. Will H. Hays,
Motion Picture Producers & Distributors of America,
469 Fifth Avenue,
New York City.

My dear General:

I am herewith attaching copies of correspondence received from one, Edwin Hopkins.

After we purchased the play, "LAZYBONES", he undertook without any solicitation from us, to write what he termed a reconstruction of "LAZYBONES", which in effect amounts to the method which he conceives should be used in producing this play in motion picture form. We returned the manuscript to him immediately without even reading it.

Having failed in his purpose of forcing this manuscript on us, he then undertook to write a letter to Mr. Fox on January 2nd, which from a reading thereof, disclosed that this gentleman undertook by veiled insinuations and threats to hold his alleged original manuscript as a club over the head of this Company. In other words, having used the title "LAZYBONES", for the purpose of writing what he terms an original manuscript, he tries to force that manuscript on the producer. If the producer rejects it as we have done, he then intimates in a succeeding letter that if in the production of the play for motion picture purposes a thought should occur to any of our scenario writers similar to one contained in his alleged reconstruction, that he will assert a claim for infringement. That is an old trick resorted to by a number of hack, unscrupulous writers. Their method is that if they fail to force the manuscript on you in the first instance, that by writing a letter of that kind they may cause you by intimidation to purchase the manuscript, but the whole thing is so sugar-coated that the writer pretends that he is giving you the benefit of a thought far superior to the one contained in the original play.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mr. Bill H. Hays. January 9th, 1950.

Evidently he intends to make a practice of this conduct, because in his letter to Mr. Fox of January 2nd he tells of proposed revision of a play called WOLVES HAUNCHES, produced by Arthur Hopkins, which we have not purchased.

In other words, what this person is attempting to do is to place himself on record with some kind of a manuscript relating to every possible Broadway success. Once having planted these manuscripts throughout the entire Industry, he will then seek his victim or victims and claim that those thoughts were original with him. Even if the thought was not originally in his manuscript, and if the manuscript is promptly returned, as most Companies would do, he would then change his original manuscript and claim that the thought was incorporated therein in the first instance.

I think this gentleman is a very dangerous character and that he should be dealt with summarily and immediately, and the entire Industry should be notified.

Very truly yours,

SAUL E. ROGERS,

General Counsel.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

G
G
P
Y

New York, Jan. 8, 1926.

William Fox, Esq., President,
Fox Film Corporation,
West 56th St.,
City.

Dear Sir:-

The attached clipping from "Variety" states that "Lazybones" did but about $2,000 in the final week. The road tour has been discontinued. This indicates a serious lack of drawing power in the play, and if your proposed motion picture follows the play closely you may find the same serious lack of drawing power in the picture.

Permit me to call your attention again to my play "A Reconstruction of Lazybones" which you have heretofore returned once stating that you did not read it.

In offering you this manuscript I did not have in mind anything but a friendly interest in your enterprise, and as you are of necessity to spend large sums in producing the picture, a moderate investment in additional material could appear to be the part of wisdom. I hardly expected the brusque reply which I received from your attorney, nor the implication it contains, since the first action against me for infringement of anyone's material has yet to be instituted.

Let me suggest, however, that you have your attorney advise you upon the following points:

(1) "A Reconstruction of Lazybones" being an original dramatic composition, no line or situation of which appears in the play "Lazybones" and being copyrighted as an unpublished dramatic composition, I have the same right in it that the author of "Lazybones" has in his composition, which may or may not be copyrighted, and which is probably not copyrighted.

(2) My dramatic composition being copyrighted is a matter of public record, and users of dramatic compositions are therefore charged with its knowledge and with avoidance of infringement.

(3) Should any of your officers, employees or servants insert in your motion picture any material which is contained in my dramatic composition, you would be liable for infringement and damages might extend to the whole of your profits in the motion picture.

(4) Motion picture theatres could be enjoined from exhibiting your picture if it contained any of my copyrighted composition.

D. W. GRIFFITH COLLECTION
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Edwin Hopkins
Authorized Representative

1564 Broadway,
Room 1100,

New York, Jan. 9, 1928.

Winfield R. Sheehan, Esq.,
Fox Film Corporation,
City.

Dear Sir:-

Referring again to the matter of my dramatic composition "A Reconstruction of Lazybones" knowing of your great interest in this piece, I am enclosing a letter I am writing today to Mr. Fox.

The unfortunate results of the road tour of "Lazybones" makes it evident that a great improvement is possible in the construction of the play.

The incorporation of my composition would no doubt effect this, and ought to make a difference of at least $250,000. in the drawing power of the film.

While I presume you do not invest in theatrical productions, I think a revival of the play with this new matter of mine incorporated would result in another run and make it a paying road property.

I have carried on some very extensive studies of dramatic construction, and have several books on the subject in preparation so that the material I have originated is not the result of a chance idea, but of a system of play construction, the reasons for which you may appreciate by reading the attached sheet, I have placed this on the bottom of the pile so that you may shun it if your attorney still holds to his position that you must maintain a complete innocence of this material of mine, a position, however, which I believe he will recede from on reading the argument I present for Mr. Fox's consideration.

I should be glad to call on you or Mr. Fox or Mr. Rogers in connection with the matter, as I am offering you a really valuable piece of work which you may obtain at a reasonable figure, and a personal conference should throw new light upon the matter.

Very truly yours,

(sgd.) EDWIN HOPKINS

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

(b) The fact that you have not read my composition and have not permitted any of your officers and employees to do so would not relieve you of legal liability in the event of that they, unwittingly, devised situations found in my composition and inserted them in your motion picture. The fact that my composition is copyrighted and a matter of public record charges you and them with knowledge of it, reinforced as it is by the fact that I have submitted the composition to you, and enclose it herewith a second time.

Let me suggest, therefore, that you have yourofficers and employees familiarize themselves with my composition in order to avoid any possibly inadvertent infringement, as I am sure that you would not wish them to do anything to infringe upon my composition if they were aware of it. If they are not aware of it that fact would not save you from an action for infringement, since being a matter of public record and twice offered to you lack of knowledge of my composition on your part would amount to wilfull disregard of my copyright.

In the event of any infringement by anyone of my copyrighted composition "A Reconstruction of Lazybones" I will prosecute them.

Although entitled "A Reconstruction of Lazybones" my composition is wholly original and of itself constitutes an independent dramatic work which may be produced without interference with or infringement upon "Lazybones".

A careful examination of it will convince you that it is a much more valuable piece of property than "Lazybones" and its incorporation in "Lazybones" would probably give your motion picture a greater drawing power by several hundred thousand dollars. A revival of the stage play with this material incorporated would result in a probably greater profit and would greatly enchance the value of your motion picture.

May I request, therefore, that you give this matter the careful attention and consideration that its possibilities merit.

Sincerely yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Proposed Revision of "CLOSE HARMONY".

"Surburban Blues" is a playlet or series of scenes intended to be incorporated with "Close Harmony". The dialogue is merely a first draft and would need to be amplified and blended with the dialogue of the play.

The chief reason for the revision lies in the fact that in "Close Harmony" an important rule of dramatic construction is not observed, that rule being that the hero should be the hero. In "Close Harmony" the villian is the hero and thus the piece is out of balance.

The principal action is between Ed.Graham,his wife Harriet, and Mrs. Belle Sheridan, a married woman living next door whose husband is tired of her. She was formerly an actress.

The real hero (or protagonist) is Harriet, Ed's wife, and the true struggle one between two women over a man, the husband of one, that is Harriet's husband.

But the action of the play is such that the wife is made a comedy character and the sympathy is not centered in her. Further she does not even know that her future is threatened and never knows she has been engaged in a struggle to retain her husband. She needs to be made more sympathetic and to know that her position is precarious and to take an active part in winning her husband back.

If we regard Belle as the hero and Ed as the prize or object of contention between the two women, then she loses in the end and the play is one of frustration for the hero.

If we regard Ed as the hero, desiring to win Belle as the object in dispute, with his wife as the heavy or villan,(agonist element) then when he does not desert his wife he is frustrated and the play is again unsatisfactory to the audience which desires to see the hero win.

The wife Harriet is necessarily the hero, particularly as she is the one who wins, but so much of the action is taken up with the troubles of the villian (Belle) that sympathy for her is aroused, where the audience should be caused to sympathize more with Harriet.

The audiences are dissatisfied with the fact that Belle and Ed do not elope, but if they did elope they would probably also be dissatisfied. The proper procedure is to make the wife more sympathetic and the villian Belle, less so, or at least sufficiently so that the audience is satisfied to see Ed remain with his family.

The wife about to be deserted is the proper center of sympathetic interest, and the object of the proposed revision is to give her such scenes as will attract sympathy for her, scenes which will give her acting opportunities and give the piece a better dramatic balance.

EDWIN HOPKINS
Authors' Representative

1664 Broadway
Room 1108

New York, Jan. 5, 1925

W. H. F. Rogers, Esq.,
for Paul F. Rogers, Esq., General Counsel,
Fox Film Corporation,
10th Ave. & 55th St., City.

Dear Sir:

RE: "A Reconstruction of Lazybones."

I am in receipt of your communication of Dec.18,1924, which is hereby acknowledged, and am writing Mr. Fox again in reference thereto, which letter he will no doubt refer to you for your consideration, as it involves some legal points on which he will doubtless re uire your best advice.

Very truly yours,

(signed) EDWIN HOPKINS

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

EDWIN HOPKINS
Authors' Representative

1564 BROADWAY
Room 1106

New York, Dec.15,1924.

William Fox, Esq.,
% Fox Film Corporation,
West 55th Street,
City.

Dear Sir:

Herewith I enclose manuscript of a proposed revision of "LAZYBONES."

I believe that these changes in "Lazybones" would more than double the value of the piece for motion picture purposes.

The revision is entitled "A Reconstruction of Lazybones", and as you will notice it is copyrighted as a dramatic composition, since it contains original matter which might be used, when elaborated on the basis of another drama.

The material, however, may be interwoven with the present "Lazybones", and I should be glad to have you consider it with the idea of making use of it in the motion picture which you are intending to produce. If interested I will quote a figure for this revision for motion picture purposes, reserving the dramatic rights which you would not, of course, be interested in.

Attached to the manufscript is a page stating the reasons why the stage play was not a much greater success. The "Reconstruction" avoids these drawbacks, and also makes the piece <u>censorproof</u>.

Sincerely yours,

(sgd.) EDWIN HOPKINS.

P.S. Should you be interested in disposing of the motion picture rights of "Lazybones" instead of making a picture yourself, I should be glad to act as your agent in the matter, as I am in touch with a prominent concern that had it under consideration but were dilatory in making an offer when you acquired it. They may, perhaps, still be in the market for it.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

EDWIN HOPKINS
Authors' Representative

1564 BROADWAY
ROOM 1408

New York, Dec.18,1934.

Winfield Sheehan, Esq.,
% Fox Film Corporation,
City.

Dear Sir:

Under separate cover I am forwarding to Mr. William Fox a proposed revision of "Lazybones."

Knowing of your interest in this piece I mention the matter so that you may, if you desire, look over the st material I am sending to Mr. Fox.

I believe that it will more than double the value of the original play for motion picture purposes, and ~~it~~ it will also avoid any censorship objections.

It may even be used as the basis of another similar piece later on as it contains original material not in the stage piece.

Sincerely yours,

(signed) EDWIN HOPKINS.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
522 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
CHARLES C. SMITH
SECRETARY

OFFICE OF THE PRESIDENT

149

January 9, 1925.

CONFIDENTIAL

FOR INFORMATION OF MEMBERS ONLY

Mr. D. W. Griffith
D. W. Griffith, Inc.
Mamaroneck, N. Y.

Dear Mr. Griffith:

In line with the purpose to exercise every possible care to the end that only books or plays which are of the right type are used for screen presentation; to avoid the picturization of books or plays which can be produced only after such changes as to leave the producer subject to a charge of deception, to avoid using titles which are indicative of a kind of picture which could not be produced, or by their suggestiveness seek to obtain attendance by deception, a thing equally reprehensive; and further to endeavor "to establish and maintain the highest possible moral and artistic standards of motion picture production", the following communication has been received by this office, indicating the opinion of the members as to what they should do in their efforts to carry out these purposes, since December twenty-third, on which date we notified all our members that certain books and plays had been rejected for picturization by certain of our members.

From a distributing and producing member advice received today, January 9, 1925 that they have declined to produce "The Firebrand", this rejection being made on January 7, 1925.

With kindest regards, I am,

Sincerely yours,

Will H. Hays

hmh

O. ELLERY EDWARDS
ATTORNEY AT LAW
WOOLWORTH BUILDING
233 BROADWAY
NEW YORK

105 A

January 9th, 1925.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

I beg to acknowledge receipt of your check for $20 in payment of the final fee due in the Schell application filed February 21, 1923, Serial No. 620,463 and I am this day forwarding this fee to the Patent Office.

Very respectfully,

O. Ellery Edwards

U.A. - Griffith
Text letter
[illegible]
178-A

January 9th 1928.

Mr. P. A. Powers,
729 Seventh Avenue,
New York City.

Dear Mr. Powers:

Pursuant to my conversation over the 'phone I beg to request that you kindly authorize Mr. Muhleman, attorney for you and the Central Union Trust Company, to release to D.W.Griffith, Inc. common stock of the United Artists Corporation of no par value, certificates #38,39, 40,41,42,43 and 44 for 111 shares, each duly endorsed in blank by D.W.Griffith, Inc., same being held by you and Central Union Trust Company as collateral security, pursuant to the terms of your respective agreements with the Griffith Company, together with the assignment of the Company's equity in 3,000 shares of preferred stock of United Artists Corporation, par value $100. per share, held by the Griffith Corporation, which certificate is in possession of the First National Bank of Mamaroneck as collateral security for a loan of $10,000. Assignment of this equity is in the possession of Mr. Muhleman as additional collateral security in re the aforesaid agreements.

We are asking release of this stock for the reason that in our agreement with the United Artists to make one additional picture we are to deliver to them this stock to be held by them in escrow for a period of five years and both Mr. Griffith and Griffith Company are willing to do this in order to expedite the settlement of the Griffith-United Artists-Famous Players controversy.

If the contract with the United Artists is not signed we agree not to deliver this stock to the United Artists but return the same to you and the Central Union Trust Company to be held by you pursuant to the terms of our agreement with you.

Mr. Davison of the Central Union Trust Company has asked me to procure your consent to this arrangement.

Thanking you for your courtesy in this matter,

I remain

Very truly yours,

P.S. I am sending a copy of this letter to Mr. Muhleman for his information.

A.H.T.B.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York Office,

January 10, 1925.

Neil Hamilton,
Peldean Court,
Pelham,
New York.

Dear Sir:

Inclosed herewith, you will find pay-roll check for week ending, January 10, 1925.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
INC.

NEIL HAMILTON

Received From Famous Players Salary Week ending 1/10/26		$1000.00
Salary Paid By D.W.Griffith, Inc. For Week ending 1/10/26		400.00
		$ 600.00
50% of average to D.W.Griffith, Inc.	$300	
50% of average to Neil Hamilton (check enc.)	300	
	$600	$600.00

TELEPHONE: VANDERBILT 4919

TO: D.W. GRIFFITH PRODUCTIONS

OFFICES OF
PRODUCERS SECURITY CORPORATION
516 FIFTH AVENUE
NEW YORK CITY

SUBJECT: THE COUNTRY FLAPPER

PERIOD ENDING: 1/10/26

DISTRIBUTION:

Exchange Point	Bookings Reported Including 10/25/24	Bookings For 11/1-1/10	Total Bookings Including 1/10/26	Bookings Reported Paid Including 10/25/24	Bookings Reported Paid 11/1-1/10	Total Reported Paid Including 1/10/26	Bookings Not Reported Paid
Baltimore	422.50	---	422.50	422.50	---	422.50	---
Boston	6,076.62	---	6,076.62	6,076.62	---	6,076.62	---
Chicago	535.00	---	535.00	355.00	---	355.00	180.00
Cleveland	4,193.50	---	4,193.50	4,158.50	---	4,158.50	35.00
Detroit	1,833.00	18.00	1,851.00	1,833.00	18.00	1,851.00	---
Milwaukee	2,816.49	---	2,816.49	1,923.79	---	1,923.79	892.70
New York	18,927.25	20.00	18,947.25	15,900.75	20.00	15,920.75	3,026.50
Omaha	1,230.00	---	1,230.00	947.50	---	947.50	282.50
Pittsburgh	890.00	---	890.00	890.00	---	890.00	---
TOTAL	38,626.86	38.00	38,664.86	34,209.86	38.00	34,247.86	4,416.70

1/10/26

MEMORANDUM OF AGREEMENT, made in triplicate, each executed copy to be regarded as an original for all purposes) and entered into this 10th day of January, A.D. 1926, by and between DAVID W. GRIFFITH of the Village of Mamaroneck, County of Westchester and State of New York, hereinafter designated as ARTIST, party of the first part, D. W. GRIFFITH, INC., a corporation organized pursuant to the Laws of the State of Maryland, hereinafter designated as GRIFFITH CORPORATION, party of the second part, and UNITED ARTISTS CORPORATION, a corporation organized pursuant to the Laws of the State of Delaware, hereinafter designated as UNITED ARTISTS, party of the third part,

W I T N E S S E T H:

WHEREAS, the ARTIST and UNITED ARTISTS did make, execute, and deliver a certain contract dated the 5th day of February, 1919, pursuant to which the ARTIST agreed to produce no less than nine (9) motion picture photoplays, as described in said contract, and to deliver negatives and positive copies of the same to UNITED ARTISTS to be distributed by UNITED ARTISTS and its affiliated and allied corporations in various portions of the world described in such contract, pursuant to the terms, conditions and provisions of such contract and subsequent modifications and memoranda executed by the parties hereto; and

WHEREAS, the ARTIST, pursuant to the provisions of said contract, transferred, set over and assigned the aforesaid contract with UNITED ARTISTS to the GRIFFITH CORPORATION, and served notice of such assignment upon UNITED ARTISTS; and

WHEREAS, the ARTIST, MARY PICKFORD, DOUGLAS FAIRBANKS, CHARLES CHAPLIN and UNITED ARTISTS did execute the following memorandum:

"The annual meeting of the stockholders and owners of United Artists Corporation was held at the offices of United Artists Corporation, 729 Seventh Avenue, New York City, on Friday, March 28, 1924, at which were present Mary Pickford, Charles Chaplin, Douglas Fairbanks and D. W. Griffith, the owners and their representatives, and it was unanimously decided to not only carry out their existing contracts, but to renew and extend their contracts for a period of three years, except Charles Chaplin who has 8 pictures still to deliver to the Corporation.

"It was the unanimous sentiment expressed by the owners and stockholders of United Artists Corporation that they were perfectly satisfied with the executive and personnel of their organization, which resulted in the re-election of all of the officers of the corporation.

Mary Pickford
Douglas Fairbanks
D. W. Griffith
Charles Chaplin
United Artists Corporation
by Hiram Abrams, Pres.";

and

WHEREAS, the UNITED ARTISTS has claimed that said ARTIST should produce motion pictures to be distributed by UNITED ARTISTS, pursuant to said memorandum, for the extended period provided in said Memorandum, and said ARTIST

has claimed that such memorandum was executed by him solely for publicity purposes and had no binding effect or force upon him; and

WHEREAS, it is the desire of the parties hereto to compromise and settle their respective contentions regarding the effect of the aforesaid memorandum; and

WHEREAS, the GRIFFITH CORPORATION claims the exclusive services of the ARTIST for a term of years, and is financially and otherwise interested in the motion picture photoplays produced by the ARTIST and distributed by UNITED ARTISTS, and will be interested financially and otherwise in the motion picture photoplays to be produced by the ARTIST in the future, and is desirous of the aforesaid respective contentions, claims and disputes as herein set forth between the parties hereto being compromised and settled;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained, and for the further consideration of the sum of One Dollar, each to the other in hand paid, the receipt whereof is hereby acknowledged, it is mutually agreed between the parties hereto as follows:

FIRST

The ARTIST, the GRIFFITH CORPORATION and UNITED ARTISTS agree and by these presents have agreed that the con-

tracts now existing between them be modified as follows:

(a) That in lieu of the additional motion picture photoplay which the UNITED ARTISTS claims the ARTIST and THE GRIFFITH CORPORATION are obligated to deliver to it for distribution, the UNITED ARTISTS agrees to accept one motion picture photoplay to be produced forthwith by the ARTIST under his personal direction, and delivered, when completed, to the UNITED ARTISTS for the purposes of distribution, subject to the terms, conditions and provisions of the aforesaid existing agreements, except as herein modified; and the ARTIST and the GRIFFITH CORPORATION agree to produce such motion picture photoplay forthwith, (the same to be of the type of photoplay described in the aforesaid basic contract between said ARTIST and UNITED ARTISTS, dated the 5th day of February 1919) and deliver it to the UNITED ARTISTS not later than nine (9) months from the date hereof;

(b) That the terms of the distribution of such photoplay and the motion picture photoplays heretofore delivered by the ARTIST and the GRIFFITH CORPORATION to UNITED ARTISTS for the purpose of distribution, shall be similar to those which prevail relative to the distribution of the motion picture photoplays of Mary Pickford Fairbanks (known as Mary Pickford), Douglas Fairbanks, Charles Chaplin and Norma Talmadge, as set forth in a Memorandum of Agreement dated November 22nd, 1924, a correct extract from such agreement being as follows:

"ARTICLE IV

"Section 1. The license to distribute the motion picture photoplays of the parties hereto, granted to the corporation and its subsidiary corporations, shall extend to all parts of the world and shall be subject to the foreign charges for distribution and the terms, conditions and provisions prevailing in the existing distribution agreements between Miss Pickford and the corporation, Fairbanks and the corporation, and Chaplin and the corporation for the motion picture photoplay "The Woman of Paris", to-wit; said rates or charges for distribution being as follows:

England, Australia and Canada,	30% of the gross
Continental Europe, South America, Japan, Cuba and Mexico,	40% of the gross
Other territories not specifically mentioned not exceeding	40% of the gross

"The above rates apply to those countries where the United Artists Corporation, or its subsidiary corporations, maintain exchanges and actually distribute motion pictures in those countries, and five percent (5%) of the gross amount collected from licensee shall apply in such countries where the corporation does not directly distribute, all such contracts to be subject to the written approval of the owner of the motion picture first had and obtained. Should the actual cost of distribution to the corporation of the said photoplays herein referred to in the 40% territories above referred to be actually less than 40%, then appropriate refunds shall be made to the individual producers in each instance so as to reduce the actual distribution cost to them to the actual distribution cost to the corporation, such refunds to be based on two (2) year periods beginning January 1, 1925.

"The reference to the corporation, as used in this Article, shall include not only the United Artists Corporation but also each and all of its subsidiary corporations now operating and doing business, or which may be created from time to time by the United Artists Corporation for the purpose of transacting business for it in various parts of the world, provided, however, that no charges for distribution shall be increased above

the rates hereinbefore specified, by reason of the creation of any such corporation.

"Section 8. All parties hereto agree that the charge for distribution in the United States of America, with reference to any photoplays heretofore or hereafter delivered by the parties hereto to the corporation, shall be twenty-five per cent (25%) on all contracts made by the corporation after January 1st, 1920, instead of the percentages heretofore prevailing; that should any owner of any photoplay decide to roadshow any photoplay subsequent to January 1st, 1920, he shall pay to the corporation a percentage of the net profits derived from such roadshowing of such photoplay, within thirty (30) days from the closing of the roadshows of such photoplay, the amount of such percentage to be determined by the chairman of the board of directors of the corporation and the owner of such photoplay, and in the event of their inability to agree, such amount shall be determined by a neutral third person to be selected by them. In the event of their failure to agree upon such selection, then such third person shall be selected by the board of directors of the corporation, but in no event shall such percentage to be paid to the corporation exceed ten per cent (10%), unless the owner of such photoplay expressly consents thereto."

No common stock shall be delivered to the ARTIST or the GRIFFITH CORPORATION by UNITED ARTISTS upon delivery of the aforesaid photoplay.

SECOND

That the common stock of the UNITED ARTISTS received by the ARTIST or the GRIFFITH CORPORATION, or both, pursuant to the aforesaid basic contract dated the 5th day of February, 1919, shall be endorsed in blank by its owners and delivered to Dennis F. O'Brien, 162 W. 42nd Street, N.Y. City in escrow to be held by him as escrow agent for the parties hereto, with full power of voting upon the same, such vote to be similar to that given by the owners of stock represent-

ing a majority of the common stock of said UNITED ARTISTS, meaning and intending that the ARTIST and the GRIFFITH CORPORATION will join with those representing a majority of interest in the ownership of the common stock of said UNITED ARTISTS in resolutions and acts of such majority relative to the welfare of the UNITED ARTISTS. Such escrow agency is to continue for and during the period that the ARTIST renders services in the production of certain motion picture photoplays that he is to direct for the Famous Players-Lasky Corporation, not exceeding three (3), pursuant to contract dated the 10th day of June, 1924 between said ARTIST, the GRIFFITH CORPORATION and the Famous Players-Lasky Corporation.

THIRD

In the event of the ARTIST agreeing to direct motion pictures that are to be distributed by the UNITED ARTISTS upon the same terms, conditions and provisions as prevail between the United Artists and Douglas Fairbanks, Mary Pickford Fairbanks, Charles Chaplin and Joseph M. Schenck for the Norma Talmadge Productions, except as to the number of motion pictures and enter into a contract forthwith upon the completion, or prior thereto, of his services incident to the production of the motion picture photoplays for Famous Players-Lasky Corporation, thereupon or upon the refusal of the UNITED ARTISTS to enter into and deliver such contract with the said ARTIST, the escrow agent shall return said stock to the ARTIST and

the GRIFFITH CORPORATION, or either of them (whoever of the two happens to be the owner of the stock), or in the event of the ARTIST failing to enter into such contract as above specified with UNITED ARTISTS, then the escrow agent shall deliver the stock to the UNITED ARTISTS.

FOURTH

The parties hereto further agree that all agreements existing between the ARTIST and the UNITED ARTISTS, the GRIFFITH CORPORATION and UNITED ARTISTS, and the ARTIST and the GRIFFITH CORPORATION with UNITED ARTISTS, shall remain in full force and effect, save and except as modified herein, and in the event of any conflict between the provisions of this Memorandum of Agreement and the other agreements, the provisions of this Memorandum shall prevail.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and affixed his seal, and the parties of the second and third parts have caused this instrument to be signed by their respective authorized officers and their corporate seals to be hereunto affixed, the day and year first above written.

(signed) D. W. GRIFFITH (L.S.)

D. W. GRIFFITH, INC.

By

(signed) D. W. GRIFFITH

UNITED ARTISTS CORPORATION

By

(signed) DENNIS F. O'BRIEN
Vice-President

STATE OF NEW YORK)
COUNTY OF NEW YORK)ss:

On this 18th day of January, 1925 before me personally appeared DAVID W. GRIFFITH to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

(signed) ROBERT C. RICHTER
Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK)ss:

On this 18th day of January, 1925 before me personally appeared D. W. GRIFFITH to me known, who being by me duly sworn, did depose and say; that he resides in the Village of Mamaroneck and State of New York; that he is the President of D. W. GRIFFITH, INC., the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors, and that he signed his name thereto by like order.

(signed) ROBERT C. RICHTER
Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On this 10th day of January, 1946, before me personally appeared DENIS F. O'NEIL to me known, who being by me duly sworn, deposes and says; that he resides in Yonkers, New York, State of New York; that he is the Vice-President of UNITED AIRLINES CORPORATION, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors, and that he signed his name thereto by like order.

(signed) ELIZABETH A. REILLY
Notary Public

C O P Y

ALLIED ARTISTS CORPORATION, LTD.
98-99 WARDOUR STREET
LONDON, W. 1

January 18, 1935

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd.
729 Seventh Avenue
New York City

Dear Mr. Abrams:

The result of LOVE AND SACRIFICE on its first showing (other than the legitimate run in London) at the King's Theatre, Southsea, proved disastrous. The receipts for the week were £394. 0. 6. The basis of the contract, which was made by Mr. Gifford with the approval of Mr. Grey, was that we were to receive 40% up to £600 plus 50% of the receipts over that amount. We had to make certain contributions in the form of musicians and exploitation with the result that our profit on the engagement was £51. 2. 7. The picture was a total flop, but the King's theatre is capable of taking tremendous money and has done so onvarious other pictures.

I really feel you should know the above facts as it tends to indicate the pulse of the public towards this picture; also the frame of mind the exhibitor is in towards the booking of same.

Kindest regards.

Yours sincerely,

(Signed) M. Silverstone

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

PRINCIPAL OFFICE, 149 BROADWAY, NEW YORK N.Y.

513 FIFTH AVENUE CORNER 43RD STREET

January 12, 1926.

Mr. Albert H. Grey, President,
G. & H. Pictures Corporation,
1476 Broadway, New York City.

Dear Mr. Grey:

We have been holding past due the note of the G. & H. Pictures Corporation since January 2nd anticipating that you would be in, as promised, for the purpose of making a payment of $5,000 on account of this note.

We believe it is to your interest to have this matter attended to as soon as possible and hope that you will find it convenient to call on Tuesday, the 13th, say at 2:00 P.M.

Very truly yours,

M. Ray Coffman

M. Ray Coffman,
Assistant Secretary.

117

MUNICIPAL COURT OF THE CITY OF NEW YORK
BOROUGH OF MANHATTAN: NINTH DISTRICT.

- -X

IRVING RUBINSTEIN, doing business as
RUBY CAMERA EXCHANGE,

Plaintiff,

-against- #8805-1924

D.V. GRIFFITH INC.

Defendant.

- -X

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the respective parties hereto that the above entitled action be and the same hereby is settled and discontinued without cost as to either party against the other, and that an order to this effect may be entered without further notice.

Dated: New York January 12, 1925.

Albert W. J. Banfield
Attorney for Plaintiff.

Aaron Young
Attorney for Defendant.

TELEPHONE
LONGACRE 1000

Macfadden Building
1926 Broadway cor. 64th Street
New York, N.Y.

Physical Culture
True Story Magazine
True Romances
Macfadden Fiction Lovers'
Dream World
Dance Lovers' Magazine
Muscle Builder
True Detective Mysteries
Movie Weekly
Radio Stories

January 15, 1925.

Mr. D.W.Griffith,
1476 Broadway,
N.Y.City.

My dear Mr. Griffith,-

Referring to our conversation Sunday evening at the Green Room Club, I am enclosing herewith proof of editorial on your last play "Isn't Life Wonderful" which is to appear in the March issue of our magazine DREAM WORLD. A copy of the magazine will also be sent you as soon as it is ready.

At any time you have a few moments leisure I would like to have you look over this magazine. It is composed mostly of sweet alluring love stories. You might like them.

With personal regards, and trusting to have an opportunity some time to get better acquainted with you, I am

Cordially yours,

Bernarr Macfadden

BM/B

Isn't Life Wonderful!

By BERNARR MACFADDEN

THE whole of overfed America should see D. W. Griffith's picture-play entitled "Isn't Life Wonderful!"

It conveys a great and wonderful lesson. We are allowed to see the inside of a home of a family of Polish refugees. The appalling results of war and the struggle even strong men have to make for sustenance are dramatically presented. Food riots, in which fifty or more people lose their lives, occur daily.

Potatoes was the sole article of food of the family for some time. Only one potato was allowed to each person for each meal.

And then they had a change of diet—turnips was the sole article of food for a long period. Their gaunt features and shambling gait clearly indicated the need of more nourishment.

But in spite of the meager diet and the severe labor each member of the family endured, the household shelters a love affair—deep, sincere and heart-stirring.

The starvation diet does not repress the romance of Hans and Inga. Their love wells up, overflows and frequently, amidst the direst poverty, bordering on starvation, the expression comes to the lips of one of this pair:

"Isn't Life Wonderful!"

Their troubles are all swept away. In the midst of their mutual love they could see nothing but beauty and gladness.

And as you view the struggle of this young man to make a home for his future wife you cannot help but realize how mean and small and shallow are the troubles about which we complain so much.

They are living on turnips, nothing but turnips, and they find indescribable joy in life.

Finally Hans gets an opportunity to raise potatoes on a patch of his own. The family almost goes into hysterics with delight when they can have all the potatoes they care to eat.

Hans manages ultimately to build a home for his bride which is little more than a hut.

But the joy that comes to these lovers, to the entire family in fact, when this home is completed, is sublime.

No palace ever housed such ecstasies. No pair of humming-birds ever enjoyed the bliss that apparently came into this rough-made shack.

And at the end of this drama you are made to realize that the overflowing of the soul that comes with the exclamation "Isn't Life Wonderful!" comes largely from within.

And doubtless it is true. Life is wonderful, or otherwise, only as we choose to make it.

D. W. Griffith, President
Harry E. Aitken, Vice President

Roy Aitken, Secretary
Albert H. T. Manship, Treas.

D. W. GRIFFITH'S
MOTION PICTURE PRODUCTION
"THE BIRTH OF A NATION"
PRODUCED BY
EPOCH PRODUCING CORPORATION
EXECUTIVE OFFICES
Hugh Terminal Sales Building, 130 West 42nd St., New York
Telephone Bryant 4897

January 13th, 1926

Mr. D. W. Griffith,
1476 Broadway
New York City

Dear Mr. Griffith,

About a year ago I took up the matter of reviving the Epoch Producing Company and putting it on a basis where it would yield us an income for years to come. I have tried to teach the Managers of the different offices of the United Artists that "The Birth of a Nation" was to be treated in a manner entirely opposite to the usual method of handling pictures and that is, that they must charge more for it next year than they do this. In other words, have them have the same attitude that the manager of a theatre has toward a successful vaudeville act when it returns each year.

To do this it has been necessary to slow up the cheap bookings and cut out the second runs as I have found that the leading theatres' in the larger cities, main objection to running the picture again is the fact that it appeared in a suburban theatre at low prices.

With reference to the salary that I have received for this work, would say that I think I have earned twice that amount in the handling of the Illinois situation alone as the gross contracts taken in Illinois thus far amount to considerably over $100,000. and with a great many towns and cities still unplayed.

While I am still out on bail on three different arrests I do not believe we will hear much more from the cases there.

We have taken the matter up in Ohio and have one of the best lawyers in the State, who incidentally was the Campaign Manager for the Governor who was so extremely successful in this last re-election. The papers are lined up in the matter and it is being presented to the Supreme Court in a way which will give us thousands of dollars worth of free publicity.

Although the Elliott-Nelson contract had another year to run I was able to stop them last summer from any further bookings and we now have the United Artists handling it throughout the territory, except in Kansas.

We started proceedings in New England and stopped them from backing last summer, although their contract had another year to run and think we will reach an amicable settlement.

I have negotiations on in Boston so that at the proper time I think we will arrange for a long run.

We have succeeded in having the picture passed in Quebec where it had been banned for a number of years.

Although it has been run repeatedly in the South, I have been gradually increasing the idea in the minds of the Salesmen so that they now ask $100. and $150. where they asked $50. before. To show how it has increased in value in the minds of the Exhibitor, Roy and I called on the managers of theatres in Knoxville, Chattanooga, Memphis and Atlanta and as a result the Famous Players are considering the picture on a 50-50 or 60-40 basis in their legitimate theatres in these and a number of other cities on $1.00 to $1.50, with the understanding that we expect to run the picture once a year.

There is no doubt that when we do open in Berlin, with the changes contemplated, we can take a great deal money out of Germany. I am waiting anxiously to have your cooperation in making the changes in a few of the titles for Germany, then I want to submit it to Carl Von Wiegand. I am in pretty close touch with the Berlin situation and think we should not delay too long on this matter.

With kind regards, I am

Yours truly,

H. E. Aitken

H. E. Aitken

United Artists Corporation
729 Seventh Avenue
New York

Bryant 1114

#3.

January 13, 1925.

In reply please
refer to 1/13/25 ROD

RAS

Mr. J. C. Epping, Treasurer,
D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City.

Dear Mr. Epping:-

We have today received check from the Allied Artists Corporation Limited, London, in the amount of $372.49, reimbursing us in part for the $3,000.00 advance made to you against the English receipts on AMERICA.

Very truly yours,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

ROD:AP

Chg. Income "America", England
Cr. Income Cost England

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469
~~522~~ FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT

TELEPHONE
VANDERBILT 5110

149

January 13, 1925.

CONFIDENTIAL

FOR INFORMATION OF MEMBERS ONLY

Mr. D. W. Griffith
D. W. Griffith, Inc.,
Mamaroneck, N. Y.

Dear Mr. Griffith:

In line with the purpose to exercise every possible care to the end that only books or plays which are of the right type are used for screen presentation; to avoid the picturization of books or plays which can be produced only after such changes as to leave the producer subject to a charge of deception; to avoid using titles which are indicative of a kind of picture which could not be produced or by their suggestiveness seek to obtain attendance by deception, a thing equally reprehensible; and further to endeavor "to establish and maintain the highest possible moral and artistic standards of motion picture production", the following communication has been received by this office, indicating the opinion of the members as to what they should do in their efforts to carry out these purposes, since January ninth, on which date we notified all our members that certain books and plays had been rejected for picturization by certain of our members.

From a distributing and producing member advice received today, January 13, 1925, that they have declined to produce "L'Accroche Coeur", known in this country as "The Love Pirate", or "The Love Lock", this rejection being made today, January 13, 1925.

Note: Advice has been received today, January 13, 1925, that a second member has declined to produce "The Firebrand", this rejection being made on January 12, 1925; also advice has been received today, January 13, 1925, that a second member has declined to produce "They Knew What They Wanted", this rejection being made on January 12, 1925.

With kindest regards, I am,

Sincerely yours,

hmh

Will H. Hays

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANGHAF, SECRETARY
J. G. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.
New York Office,
January 14, 1925.

TELEPHONE
MAMARONECK 1199

Capehart-Carey Corp.,
Times Building,
42nd Street & Broadway,
New York City.

Gentlemen:

We inclose herewith, our note in the amount of $4612.29 payable on February 28; this note to take the place of note which becomes due on January 15.

The reason we are compelled to renew this note in full is that the financial arrangements which we are now negotiating have not been completed, but will be completed in the immediate future, before the inclosed note becomes due, at which time we will meet same in full.

Thanking you for your courtesy and patience in this matter, we remain,

Very truly yours,

Asst. Treas.

D. W. GRIFFITH, INC.

RAK:IS
INC.

Short story
Cosmopolitan - Feb/26

Mary Marshman Shelton
January 14, 1926

THE LONELIEST MAN ALIVE

Katharine Newlin Burt

THEME - Fear of loneliness.

PRINCIPAL PARTS - Jan Trencher, hurt physically and mentally in the war, but finding health through love for those weaker than himself.

Kate Wode, married to a brute and in deadly fear of him, both for herself and for her little son, Mickie.

PICTURE POINTS - Excellent material for a picture of the straight-away, obvious type -- nothing subtle about it, but just one dramatic incident after another; with an appealing love interest and a happy ending. The only bit of psychology about it is in the conquest of Jan's fear complex.

SUMMARY - Jan Trencher still limps from a wound received during the war, but, worse than his physical hurt, he suffers from a fear complex. First, he is afraid of crowds, and he goes out west and lives alone in the mountains; then the loneliness itself becomes a fear, and one night in early winter he goes down into the town to seek companionship. The proprietor of the western hotel - a man named Wode - brutally tries to kick his little son when the child is making friends with Jan; his wife, in awful fear of him, for the little boy's sake and for her own, gets the boy away, and they both hide under the canvas of Jan's supply wagon. Not knowing they are there, Jan drives to his shack on the mountain, and discovers the woman and the child under the canvas when he arrives and begins to unload his wagon. The woman begs Jan to keep the child from his brutal father, offering to return herself to her husband and his cruelty; but the winter's snows come upon them, and there is no getting out until spring. The winter, with the companionship of the woman and the child, is heaven to Jan, whose fear is cured in his protection of those weaker than himself. With the first coming of milder weather, Wode, the brutal husband, comes and demands his wife and child. Jan fights him, beats him, and Wode makes off. He falls into an icy stream on the way back and is drowned; and then Jan and the widow are happily married.

SPOTE -

In speaking of his experiences during the war, Jan Trenchez says: "Down there in our mud-hole we seemed like a lot of trembling mice, while War, like a big green-eyed cat, peered down at us over the top. God - we were scared! At least I was!"

He comes out of the war with an injury to his leg that makes him limp, and a sense of fear that is with him day and night. At first it is a fear of crowds, and it seems to him he will never feel safe until he gets away by himself. To bring this about he goes out west and takes a little shack high up on a mountain, and here he lives by himself all through one summer. By late autumn, however, his old enemy, fear, has found him again, only this time it comes under a different guise - that of loneliness. He talks aloud to himself - just to hear the sound of a voice.

Before winter sets in, when the deep snow will cut him off from the town below in the valley, Jan must get in supplies. He starts off for the town one morning, driving his big wagon and team of horses, and as he goes he actually whistles, he is so happy in the thought that before night he will be among his fellow men, with someone to talk to, and people to talk back to him. He will stay over a night at the rude hotel in the western town, and during that time he will see enough of his own kind to keep him going through the long, lonely winter which is at hand. It is not possible for him to spend the winter in the town - even, as he puts it, if he were "baby enough to want to" - for there are no jobs to be had in winter, and he has no

money to live in idleness.

He reaches the hotel in the late afternoon, makes his purchases, loads them into his wagon, and covers everything up with a big piece of canvas. He eats a great supper in the warm, lighted hotel dining room, thinking as he eats of the cold and dark and loneseameness of his place up on the mountain. The crowd gathered at the hotel delights him, and he finds himself laughing aloud, as he has not laughed in months, at the rude jokes and the crude stories.

Jan's laugh is a pleasant one, and it draws to him the attention of little Mackie Wode, the small son of the hotel proprietor. The child creeps into the room from the kitchen and silently makes his way over to the corner in which Jan is sitting. Wode, his father, a surly brute of a man, sees the little boy in his passage across the room, and with an oath he runs at the child, drawing back his great foot for a kick. Instinctively Jan throws out his leg to catch the blow before it lands on the child's tiny body; the brutal kick comes full force on Jan's old wound, and in his agony he throws himself at Wode before he knows what he is about. The men in the room hold Wode back from fighting Jan. "You got what was comin' to you, Wode," they say. "You got no call to aim a full-sized kick at your kid."

Jan takes the child on his knee, and in a moment the mother appears - a shrinking, frightened woman, in deadly fear of her husband, Wode, but risking his anger to speak to Jan. "You like little boys?" she asks him in a desperate voice. "Yes, ma'am," Jan tells her, regarding her fear with an understanding that only one who has known fear can appreciate. She says no more, but takes the little boy from Jan

and carries him off to bed. "Does he ever kick her, I wonder?" Jan mutters to himself. Later, the man in the room tell him that Wode is as cruel to his wife as he is to his boy; that she tried once to run away from him, but that he caught her and brought her back, and almost killed her in his fury.

Before daylight the next morning, Jan puts his horses to the big wagon and starts out for his mountain shack. It is already snowing when, at nightfall, he approaches the little place and stops his team, alights, and lifts the canvas covering from the supplies in the bottom of the wagon. He starts back in utter amazement, for a wan and frightened face looks out at him, and there arises from the wagon bed Wode's wife, shivering and gasping, with her tiny boy in her arms. "Oh," she says, " I didn't mean to come with him, but he went to sleep in my arms. I'll go away from you, mister ... that I will. But ... for the love of Christ, keep Mackie for me ... Keep him!"

Jan's heart sings for joy as he takes woman and child into his shack and starts up a roaring fire. Someone to talk to! Someone to talk to! "You'll soon be warm," he cries. "It's great! And the stuff I've laid in. Can you cook hot cakes?" But the woman is crying in her own joy, and she can not answer him at all. Then she puts off her wrap, and the child sits up and smiles.

The woman Kate and her boy sleep that night in the big bed in Jan's own room, while he himself is happy on his couch before the sitting room fire. They awake the next morning to a world of snow. Winter has come in the night; and now, for months and months, there will be no getting away from the shack, and no getting to it, either.

snug and warm, and as safe from pursuit and capture as if they were the only people in the world, Kate and Mackie stay with Jan as week after week goes by. At first they can not get over the habit of fear, but gradually, in the security and happiness that enfold them, they lose their terror, and Jan sees both of them blossoming before his eyes into a mental and physical well-being that they have never known before. Little Mackie grows fat and rosy, and Kate becomes a woman whose beauty is almost incredible to Jan, so changed is she from the ghost of a creature whom he first saw that night at the hotel.

As spring approaches, however, Jan himself knows fear again - no fear of the intangible this time, but a well-founded conviction that, with the disappearance of the snow, Wode would appear to claim his wife and child. Then all at once this fear of Jan's leaves him. Wode will come - yes; but Jan will never give up Kate and little Mackie to the brute's anger, and now he rather looks forward to the fight that he knows must be on its way. The instinct of protection for someone weaker and even more afraid than he is himself forever drives the spectre from Jan's consciousness. Fear - his fear - is dead, and nothing can ever bring it to life again.

So one day when his trained ear becomes aware of someone approaching the shack up the mountain road, Jan goes out to meet the foe in a calm and joyous mood. It is Wode, as Jan knew. "I've come for her," Wode says, simply; and just as simply Jan answers, "You can't have her." The fight that follows is like a fight in a dream, and like a dream it is all at once over. Wode lies at Jan's feet. Jan, utterly spent, looks down on him. Presently Wode picks himself up and

goes away.

It is the next day that they find Wade's body - the back broken - the man lying on the stones on the edge of the stream where he slipped and fell. Wade is dead - and it seems to the three back there in the peaceful shack that he never could have lived - or, if he lived, it was in a nightmare from which they have now happily awakened.

The big spring thaw comes. The roads become passable for a wagon again. And then Jan and Kate and the boy go down into the town in the valley, and the man and the woman become husband and wife - to the boy, his father and mother. No one of them will know the fear of loneliness again.

THE END

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York Office,
1470 Broadway,
New York, N. Y.,
January 14, 1925.

Dr. Arthur Bauhofer,
Zurich, Switzerland.

Dear Doctor Bauhofer:

I enclose herewith my check for 100 francs, which in a measure will reimburse you for the many inconveniences to which I put you by my various inquiries when I was in Zurich.

There is one more question I would like you to look into for me and write me whatever information you may get on this point. I am told here that it is possible, for a lump sum, to buy a Swiss citizenship in the Canton Tessin. Of course, I do not know whether this is true or not, but your brother, who spent the New Year with us, told me that he thought that this was possible. Will you be good enough to look into this matter and let me know because in the event I should be able to buy a citizenship for a lump sum of money, I would be very glad to do so. Should they want any further information regarding my personal affairs, I will be very glad to furnish the information to you.

You understand I would be very glad to buy property in Switzerland and eventually settle down there, but should not dare to do this unless I was a citizen of the country.

Please give sincerest regards both from Mrs. Epping and myself to Mrs. Bauhofer and your parents, and convey my wishes that the New Year shall be a happy and prosperous one for you all.

With kindest regards, I remain

Sincerely yours,

JCE/CC

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
522 FIFTH AVENUE
NEW YORK CITY

149

WILL U HAVE PRESENT?

TELEPHONE VANDERBILT 8110

January 14, 1925.

CONFIDENTIAL

FOR INFORMATION OF MEMBERS ONLY

Mr. D. W. Griffith,
Mamaroneck, N.Y.

Dear Mr. Griffith:

In line with the purpose to exercise every possible care to the end that only books or plays which are of the right type are used for screen presentation; to avoid the picturization of books or plays which can be produced only after such changes as to leave the producer subject to a charge of deception; to avoid using titles which are indicative of a kind of picture which could not be produced, or by their suggestiveness seek to obtain attendance by deception, a thing equally reprehensible; and further to endeavor "to establish and maintain the highest possible moral and artistic standards of motion picture production", the following communication has been received by this office, indicating the opinion of the members as to what they should do in their efforts to carry out these purposes, since January thirteenth, on which date we notified all our members that certain books and plays had been rejected for picturization by certain of our members:

From a distributing and producing member advice received today, January 14, 1925, that they have declined to produce "The Firebrand", this rejection being made on January 9, 1925. This is the third member to notify us of such rejection. You were advised under date of January 9th and 13th of the two rejections previously received.

With kindest regards, I am,

Sincerely yours,

Will H. Hays

hmh

Calumet High School

W. S. TREMLOWAY, PRINCIPAL
ELLA ROGERS, ASST. PRINCIPAL

(b)

CALUMET, MICHIGAN January 11, 1944

Dear Mr. Griffith:

I want to say thank you for giving us your "America." It was a splendid work for my American Literature and History students to enjoy. The inspiration "America" left with the students has become evident in their subsequent work in class.

Please give us a picture sometime of America's peace time achievements.

Thank you, Mr. Griffith, and your able cast and staff for giving us "America."

Sincerely yours,

(Miss) Barbara Ewert. (Teacher.)

KOHLMAN & AUSTRIAN
[illegible] STREET
NEW YORK

January 15th
1925

George Vernon Williams, Esq.
Marbury, Gosnell & Williams, Esqs.
Maryland Trust Building
Baltimore, Md.

Dear Mr. Williams: NOVELLO vs. D. W. GRIFFITH
1898 Law

We are in receipt of a notice from the Clerk of the United States District Court for the District of Maryland to the effect that there will be a call of the law docket on Thursday, January 22d, at 3 o'clock P. M. for the purpose of assigning cases for trial and dismissing such cases as under the rules of the court, are subject to dismissal. Rule 15 is quoted on the notice, which rule provides among other things, that the court may by its own order require all cases that have been at issue for a period exceeding six months, to be set for trial or dismissed.

As we wrote you in our communication of December 3d, we have arranged a basis of settlement in this matter and the plan contemplates holding the suit in the Maryland District in statu quo. The defendant has not answered and we have agreed that we would extend and keep open his time to answer to January 24th, 1925, and in the event that the note maturing on January 23d, 1925, is paid, to extend the time to answer to February 24th, 1925, with similar provisions for further extensions as the various notes are paid. If the notes maturing before the last note on April 23d, 1925, are paid, you will see that our obligation to give extensions runs to April 24th, 1925. Under this arrangement we believe that issue has not been joined, and under our agreement with the attorneys for the defendant in New York City, we desire to maintain the status. In no event do we want this case marked off the calendar. If the defendant keeps his agreement of settlement he will be entitled to a discontinuance; if he doesn't keep his agreement of settlement, it may be necessary for us to move the case for trial. In no event do we want the case dismissed nor the defendant's default noted at the present time.

We are very much obliged for your attention to this matter.

Yours very truly,

6-AWB

KOHLMAN & AUSTRIAN

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

KOHLMAN & AUSTRIAN
[illegible] street
NEW YORK

January 15th
1935

Albert H. T. Banshaf, Esq.
130 W. 42d Street
New York City

Dear Mr. Banshaf: RE: MOVELLO vs. D. W. GRIFFITH, INC.

We have received a notice from the District Court of the United States for the District of Maryland, that there will be a call of the law dockets of said court at Baltimore upon Thursday, January 22d, at 3 o'clock, for the purpose of assigning cases for trial. We have written to our correspondents, Marbury, Gosnell & Williams in regard to this matter and enclose you a copy of that letter.

Yours very truly,

Kohlman & Austrian

S-AWB

1 Enc.

New York Office, 1476 Broadway, N.Y.C.
January 15, 1926.

Producers Security Corporation,
516 Fifth Avenue,
New York City.

Gentlemen:

Your statement of January 10, on "The Country Flapper" shows as total bookings reported paid, $34,247.86. The amount which we have received on this production is very small, namely, $6,078.45.

It would seem from the comparative figures available, that we still have considerable money due us, inasmuch as you have been taking bookings on "The Country Flapper" at various times which have been reported as paid but for which we have received nothing.

Will you kindly favor me with an explanation of this at your earliest convenience?

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
CHARTLAND SMITH
SECRETARY

OFFICE OF THE PRESIDENT

January 16, 1925.

Mr. D. W. Griffith,
D. W. Griffith, Inc.,
Mamaroneck, N. Y.

Dear Mr. Griffith:

Attached is a memorandum which I wish you would read carefully. Think it over in connection with the serious work that is going on.

With kindest regards, I am

Sincerely yours,

Will H. Hays

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
522 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT

TELEPHONE
VANDERBILT 5110

144

January 16, 1925.

CONFIDENTIAL

FOR INFORMATION OF MEMBERS ONLY

Mr. D. W. Griffith,
Mamaroneck, N.Y.

Dear Mr. Griffith:

In line with the purpose to exercise every possible care to the end that only books or plays which are of the right type are used for screen presentation; to avoid the picturization of books or plays which can be produced only after such changes as to leave the producer subject to a charge of deception; to avoid using titles which are indicative of a kind of picture which could not be produced, or by their suggestiveness seek to obtain attendance by deception, a thing equally reprehensible; and further to endeavor "to establish and maintain the highest possible moral and artistic standards of motion picture production", the following communications have been received by this office, indicating the opinion of the members as to what they should do in their efforts to carry out these purposes, since January fourteenth, on which date we notified all our members that certain books and plays had been rejected for picturization by certain of our members:

From a distributing and producing member advice received today, January 16, 1925, that they have declined to produce "Ladies of the Evening", this rejection being made on January 15, 1925.

From a distributing and producing member advice received today, January 16, 1925, that they have declined to produce "Dawn", this rejection being made on January 15, 1925.

With kindest regards, I am,

Sincerely yours,

hmh

Will H. Hays

United Artists Corporation
729 Seventh Avenue
New York

Bryant 1114

#4

January 16, 1925

Mr. J. C. Epping, Treas.
c/o D. W. Griffith Inc.
1107 Longacre Building,
New York City.

Dear Mr. Epping,

We have today received check in the amount of $349.86 from the Allied Artists Corp., Ltd., as part payment on the $3000.00 advance made to you against the English receipts of America.

Yours truly,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

ROD:FG

Chg. Income "America" England
Cr. Income Cash "G" England

New York City,
January 16, 1925.

Neil Hamilton,
Feldman Court,
Pelham,
New York.

Dear Mr. Hamilton:

Enclosed herewith, you will find a check in the amount of $300 together with a statement which is self-explanatory.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
INC.

January 16, 1920.

Mr. F. J. Lenry, Vice-president,
Central Union Trust Company,
60 Broadway,
New York City.

Dear Mr. Lenry:

After our interview this morning and on my way uptown, I feared that I had not made our position clear relative to the favor I asked on behalf of the Griffith Company. Had I done so, I am sure that you and Mr. Davison would see the proposition as I tried to have you, but failed to do in my hurried interview.

As you know, we are now negotiating with Mr. Powers for an additional loan for the purpose of taking care of our outstanding paper and accounts payable and if this loan is made (and it is altogether likely it will be within the following week) the favor which I have asked will not be needed except possibly for one week.

It is pending these negotiations and not to exceed a period of five weeks that I have asked your Bank to permit us to withhold the payment of $5000. a week in order that we can take care of negotiable paper and other pressing obligations by making a small payment on account and thereby extending the payment of the balance thereof.

Since all our receipts are being paid to you and Mr. Powers we have no resources with which to meet these obligations as they fall due, and should we default in any such payments, the creditors could throw us into bankruptcy at a time, when we are in a better situation, both contractually and financially, than we have been since any time during your present loan.

It would be a great pity if the Griffith Company, after having weathered the storm, should be unable to meet its small outstanding accounts because of our inability to procure a very short extension of time of the payment of an indebtedness which is absolutely secured and which indebtedness does not represent principal.

I say that the Griffith Company is in fine shape constructually and financially for the reason that we have signed a contract with the United Artists settling our dispute with that Company and we have a contract with the Famous-Players, which Company will finance the next pictures the Griffith Company is to make and take over the producing staff of the Griffith Company, thus relieving the said company of large weekly obligations.

We have also entered into a contract with Karl Hammons to sell the Griffith Studio for the sum of $465,000. This, less the $117,500. mortgage outstanding, is practically a net amount to the Company. This fixes the land value alone of the Studio at the sum of $465,000. and gives our creditors a fixed net asset of $347,500., to say nothing of the great value of the equipment, properties, etc., at the Griffith Studio, or of the other 38 acres of land which we hold and for which we have given an option to a would-be purchaser in the sum of $80,000.

I am citing these facts to you so that you may have full knowledge of our financial and contractual situation and I am sure that both you and Mr. Davison will recall that I have always told you the facts as I knew them to be and if we have at times asked for extensions of payments which you have heretofore so generously granted it was out of necessity, but never have our obligations to you been in actual jeopardy.

I have asked this favor of the Bank rather than of Mr. Powers for the reason that our relationship with Mr. Powers has been that of purebusiness, whereas our relation with you has been that of a client with its banker through whom we have in different corporate interests handled millions of dollars since the Spring of 1915.

With these facts now clearly before you, will you please reconsider our request, and see if you cannot grant this great favor to us?

With thankful appreciation for your past courtesies, I remain

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB:
MDH:

Jan. 16-1925

135

DAVID W. GRIFFITH

-and-

D. W. GRIFFITH, INC.,

-and-

UNITED ARTISTS CORPORATION.

-------oooOooo--------

AGREEMENT.

-------ooOoooo--------

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
KNICKERBOCKER BLDG. 152 WEST 42nd STREET
TIMES SQUARE
NEW YORK CITY

MEMORANDUM OF AGREEMENT made in triplicate, (each executed copy to be regarded as an original for all purposes) and entered into this 16th day of January, A.D. 1925, by and between DAVID W. GRIFFITH of the Village of Mamaroneck, County of Westchester and State of New York, hereinafter designated as ARTIST, party of the first part, D. W. GRIFFITH, INC., a corporation organized pursuant to the Laws of the State of Maryland, hereinafter designated as GRIFFITH CORPORATION, party of the second part, and UNITED ARTISTS CORPORATION, a corporation organized pursuant to the Laws of the State of Delaware, hereinafter designated as UNITED ARTISTS, party of the third part, supplementing an agreement by and between the aforesaid parties dated the 10th day of January, A.D. 1925,

W I T N E S S E T H:

WHEREAS, the aforesaid parties did make, execute and deliver a certain agreement dated the 10th day of January, 1925, reference to which is hereby had to the same full extent as if recited herein, and made a part hereof; and

WHEREAS, pursuant to paragraph "SECOND" of said agreement, said ARTIST and the GRIFFITH CORPORATION agreed to deliver the common stock of the United Artists Corporation received and to be received by the ARTIST or GRIFFITH CORPORATION,

or both, pursuant to the basic contract dated the 5th day of February, 1919, as more specifically described in the aforesaid agreement of January 10th, 1920, endorsed in blank by its owners, to Dennis F. O'Brien in escrow, to be held by him as escrow agent for the parties hereto and thereto, as specifically set forth in said paragraph "Second" of said agreement; and

WHEREAS, certificates of stock numbered 38, 39, 40, 41, 42, 43, 44 and 45 of the United Artists Corporation referred to in said agreement totaling eight hundred and eighty-eight (888) shares of stock, are now in the possession of said Central Union Trust Company of New York as collateral security to a certain loan in the sum of Five hundred thousand dollars ($500,000) as evidenced by a certain demand promissory note to the order of D. W. Griffith, Inc., endorsed by themselves and said ARTIST, bearing interest at the rate of six percent per annum, of which said ARTIST and the GRIFFITH CORPORATION represent and warrant to the UNITED ARTISTS that there is now due an amount not exceeding Fifty-one thousand dollars ($51,000); and as collateral security to a certain loan made by Patrick A. Powers in the sum of Two hundred thousand dollars ($200,000) as evidenced by a certain demand promissory note to the order of D. W. Griffith, Inc., endorsed by themselves and said ARTIST, bearing interest at the rate of six percent per annum, of which said ARTIST and the GRIFFITH

CORPORATION represent and warrant to the UNITED ARTISTS CORPORATION that there is now due an amount not exceeding One hundred and eighty-five thousand dollars ($185,000); and

WHEREAS, the ARTIST and GRIFFITH CORPORATION represent to UNITED ARTISTS that said Central Union Trust Company of New York and Patrick A. Powers refused to deliver said stock to them, or to their nominee, until the aforesaid loans are fully paid, and desire the UNITED ARTISTS to modify the aforesaid agreement, extending the time of delivery of said shares of stock to said escrow agent, and of executing and delivering to UNITED ARTISTS certain written directions addressed to the aforesaid Central Union Trust Company of New York and said Patrick A. Powers, directing them to deliver said stock to said escrow agent upon the payment of the aforesaid loans;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained, and for the further consideration of the sum of One Dollar, each to the other in hand paid, the receipt whereof is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

FIRST:

Said ARTIST, GRIFFITH CORPORATION and UNITED ARTISTS do hereby agree and by these presents have agreed

to modify the aforesaid agreement dated the 10th day of January, 1935 as follows:

That the ARTIST and GRIFFITH CORPORATION will deliver forthwith to said escrow agent, certificate No. 46 of the United Artists Corporation for one hundred and twelve (112) shares of the common stock of said United Artists Corporation, and will deliver certificates numbered 38, 39, 40, 41, 42, 43, 44 and 45, each for 111 shares of the common stock of said United Artists Corporation, upon the payment of the balance of the aforesaid loans to said Central Union Trust Company and Patrick A. Powers, and will execute and deliver an irrevocable order and direction to said Central Union Trust Company and Patrick A. Powers to deliver to said escrow agent the aforesaid certificates of stock as soon as the balance of the aforesaid particular loans with the interest thereon is fully paid, and will not release any of the collateral or other security now assigned to the aforesaid Central Union Trust Company and Patrick A. Powers as security for said loans, or the earnings derived from the various motion picture photoplays produced by the ARTIST and the GRIFFITH CORPORATION, or either of them, which are now being paid to said Central Union Trust Company and Patrick A. Powers in reduction and payment of said loans, without the written consent of the United Artists Corporation first had and obtained; and warrant that there are no obligations of any kind or character existing that will interfere in any way with the delivery of the aforesaid certificates of stock

to the escrow agent, save and except the aforesaid agreements relative to said loans hereinbefore described, and that during the period of this agreement and of the aforesaid agreement dated the 10th day of January, 1925, the ARTIST and the GRIFFITH CORPORATION will not pledge, hypothecate, mortgage, or in any way create any lien or liens upon the aforesaid certificates of stock, and that they will join with the UNITED ARTISTS and the escrow agent, or either of them, in any action at law or in equity which may be necessary to procure the recovery and delivery of the aforesaid certificates of stock to the escrow agent; and that they will perform any other act that may be requisite in the premises to effectuate the fulfillment of the provisions of Paragraph "SECOND" of the aforesaid agreement dated the 10th day of January, 1925, and of this agreement.

SECOND:

It is mutually agreed by and between the parties hereto that the aforesaid agreement dated the 10th day of January, 1925, shall remain in full force and effect in all other respects as if this supplemental agreement had not been made, entered into, executed and delivered.

IN WITNESS WHEREOF, the ARTIST has hereunto

set his hand and seal, and the GRIFFITH CORPORATION and UNITED ARTISTS have caused this instrument to be signed by their respective authorized officers and their corporate seals to be hereunto affixed the day and year first above written.

D W Griffith (L.S.)

D. W. GRIFFITH, INC.

By D W Griffith
President

UNITED ARTISTS CORPORATION

By Duane Thrams
Vice President

STATE OF NEW YORK)
:SS:
COUNTY OF NEW YORK)

On this 16th day of January, 1925, before me personally appeared DAVID W. GRIFFITH, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Robert C. Fuchs

STATE OF NEW YORK)
:SS:
COUNTY OF NEW YORK)

On this 16th day of January, 1925, before me personally appeared DAVID W. GRIFFITH, to me known, who being by me duly sworn, did depose and say; that he resides in the Village of Mamaroneck, County of Westchester and State of New York; that he is the President of D. W. GRIFFITH, INC., the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors, and that he signed his name thereto by like order.

Robert C. Fuchs

STATE OF NEW YORK)
;SS:
COUNTY OF NEW YORK)

On this 16th day of January, 1925 before me personally appeared ~~Dennis F. O'Brien~~ Elizabeth A. Reilly, to me known, who, being by me duly sworn, did depose and say; that he resides in the City of ~~Yonkers~~ New York, County of ~~Westchester~~ New York, State of New York; that he is the ~~Vice~~-President of UNITED ARTISTS CORPORATION, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors, and that he signed his name thereto by like order.

Elizabeth A. Reilly

NOTARY PUBLIC
New York County Clerk's No. 375
New York County Register's No. 1333
Bronx County Clerk's No. 1
Bronx County Register's No. 1
Kings County Clerk's No.
Kings County Register's No. 2230
Commission Expires March 30, 1925

KOHLMAN & AUSTRIAN
37 [illegible] STREET
NEW YORK

January 17th
1935

Albert H. T. Banshaf, Esq.
130 W. 42d Street
New York City

Dear Mr. Banshaf: RE: NOVELLO vs. D. W. GRIFFITH, INC.

We are in receipt of a communication from Marbury, Gosnell & Williams, Esqs., our correspondents in Baltimore, Md. to the effect that they are arranging to carry out our understanding with you referred to in our letter of January 15th.

Yours very truly,

G-AWB

Kohlman & Austrian

New York City,
January 17, 1916.

Neil Hamilton,
Weldean Court,
Pelham,
New York.

Dear Mr. Hamilton:

Inclosed herewith, we are handing you your payroll check for week ending January 17.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
INC.

CORRESPONDENCE MEMO

NEW YORK CITY, January 17th 1929

TO Mr.Griffith

FROM Mr.Hines

IN RE. Sigmund Romberg

Established 1908 Telephone Fiscal 6114
DRAMA MUSIC BOOKS
DIXIE HINES
INTERNATIONAL PRESS BUREAU
MAIN OFFICE
1493 BROADWAY NEW YORK AT 42ND STREET

Mr.Romberg, who you may know as the composer of "The Student Prince," "Maytime", "Blossom Time" and other plays of the better sort, is anxious to meet you and discuss motion picture music. He has been invited on several occasions to do this, but nothing interests him except the sort of stuff you are doing. I wonder if I could arrange an interview for him some time? He has a new show, "Louis XIV" to be produced soon, and he is pretty busy at rehearsal, but we can arrange it some lunch time, after dinner, dinner or after the show if that meets your approval.

DIXIE HINES INTERNATIONAL PRESS BUREAU

Form 1201

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the basic address of a message, this is a telegram. Otherwise the symbol indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the basic address of a message, this is a telegram. Otherwise the symbol indicated by the symbol appearing after the check.

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt of destination as shown on all messages, is STANDARD TIME.

Received at 1450 Broadway, New York "WAY"
BTN J 37 NL 9 EXTRA

ONTARIO CALIF JAN 19 1925 VIA MAMARONECK NY JAN 20

J CEPPING

1476 BROADWAY NEWYORK NY

NEVER RECEIVED MY ALLOWANCE FOR JAN SINCE I AM DEPENDING GREATLY ON IT TOWARD THE SUPPORT OF MY FAMILY AT THIS TIME WOULD LIKE TO HEAR FROM YOU

LYNN GRIFFITH BOX 623

955A

$100
June 1, 1926

January
Nineteenth
1926

John R. Carr, Esq.,
c/o Durham Hosiery Mills,
High Point, N. C.

Dear Mr Carr:

Acknowledgment of your letter to Mr Griffith, dated January first, has been due to the absence of both Mr Griffith and myself from the studio.

The character of Thomas Paine was not omitted from "America" because Mr Griffith was unfamiliar with it or of its importance in the struggles of this country for independence. As a matter of fact, it was with great reluctance that Mr Griffith was unable to include Mr Paine in his picture.

In making your friendly criticism, you are probably unfamiliar with the fact that no motion picture can be over two hours in length -- and certainly no picture of that length could successfully tell the story of a subject so overwhelming as the American Revolutionary period. In making motion pictures of a historical nature experience has shown that it is absolutely essential, in order for them to be commercially successful, to have a story or romance running through them, upon which to "hang" the historical incidents, as it were. In "America" only those incidents could be included which were considred most vital consistent with the story written by Robert W. Chambers.

You will recall that there is a title in the first part of the picture, purposely inserted by Mr Griffith, which states that the pictures does not, in any sense, endeavor to tell the entire story of the American Revolution -- merely to illustrate the mighty sacrifice and heroism of our forefathers to gain the freedom and comforts we enjoy today, in order that we may better appreciate the government under which we live.

I cannot tell you what a personal sacrifice it was to Mr Griffith to be compelled to leave out of his picture many of the incidents of this great part of our history, near and dear to his heart and which he knew to be of great importance, but, as I said before, pictures must be commercially as well as artistically successful, in order that producers with ideals may continue their production.

Unfortunately the majority of our motion picture audiences do not look upon a producer's efforts with the same intelligence that your letter shows you do, but are interested in entertainment only. Educational pictures are therefore a great financial risk, and must be made as commercially sound as possible. When I tell you that "America" cost $1,300,000 to produce, you will understand the magnitude of this risk.

I hope you will understand that Mr Griffith sincerely appreciates your letter, and that you will understand the difficulties of a producer in his efforts to give to his audiences worth while pictures.

Yours respectfully,

Personal Representative
of Mr Griffith.

January
Eighteenth
1 9 2 5

Dixie Hines, Esq.,
c/o International Press Bureau,
71400 Broadway, New York.

Dear Mr Hines:

I beg to acknowledge your note of the seventeenth instant to Mr Griffith regarding Mr Sigmund Romberg.

As you likely know, Mr Griffith has just completed a picture, the musical score for which is entirely finished and is now in the hands of the printer. Mr Griffith is about to start on another picture, and is tremendously busy with the details of preparation. As nothing could be done with the score, until the picture is nearly completed, would it not be better for Mr Romberg to see Mr Griffith at that time ? If you will write him another note in about ten weeks, he will be very glad indeed to meet Mr Romberg.

Yours respectfully,

Personal Representative
of Mr Griffith.

New York City,
January 19, 1925.

F. Hardenburg,
c/o D. W. Griffith, Inc.,
Mamaroneck,
New York.

Dear Mr. Hardenburg:

As per your request, I am inclosing herewith, a statement giving the information which you desired.

It can be readily seen that from the amount of unplayed contracts at date, in contrast with the amount of notes, accounts, notes payable, accounts payable, etc., still unpaid, that there is very little chance of D. W. Griffith, Incorporated ever receiving a penny of this account. In fact the sales on the picture have now fallen off to very little with an outlook which is even worse. It is very doubtful whether the Manufacturers Trust Company alone, will ever be paid off out of earnings.

I hope that this statement fulfills your requirements.

Very truly yours,

D. W. GRIFFITH, INC.

By

P.S. As to foreign income, it is nil. The sales in Australia amount to about $1000 with expenses almost equal to this figure.

FAMOUS PLAYERS-LASKY CORPORATION

Paramount Pictures

485 FIFTH AVENUE
NEW YORK CITY

188

LEGAL DEPARTMENT
RALPH A. KOHN
HAROLD MINOT PITMAN
AUSTIN C. KEOUGH
CHARLES E. HAWTHORNE
ATTORNEYS

ELSA JANE LUDWIGS
GENERAL COUNSEL

January 19, 1925.

Mr. A. L. Gray,
1476 Broadway,
New York City.

My dear Mr. Gray:

Your agreement between Mr. Griffith, the D. W. Griffith Corporation and United Artists of January 10, 1925, makes reference to a basic contract of February 5, 1919, and I find it necessary to have a copy of same to pass intelligently upon the documents before me. Could you conveniently send a copy to me during the afternoon by boy?

I return to you the original contract of January 16, 1925, modifying the agreement of January 10, 1925, respecting delivery to Mr. O'Brien as escrow of certain certificates of stock of United Artists Corporation, and thank you for same.

I am drafting a memorandum covering the additional picture to be produced by us, directed by Mr. Griffith and intended to be delivered to the United Artists for distribution. I will try to have such memorandum over at your office before the close of the day.

This memorandum will doubtless make unnecessary

Mr. A. L. Gray, January 19, 1925.

the proposed letter which you have been suggesting.

Yours very truly,

HJL-TA
Enc.

Charge to the account of _____ $ _____

Form 1088A

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired. Unless otherwise indicated, the message will be transmitted as a full rate telegram.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

January 30, 1926.

Day Letter

Mr. Lynn Griffith
Box 625
Ontario, Calif.

January first check mailed you and December Have stopped payment on it and mailing you new check to-day

J. C. Epping

Chg D. W. Griffith, Inc.

D. W. GRIFFITH,

D. W. GRIFFITH, INC.,

-and-

FAMOUS PLAYERS-LASKY CORPORATION

A G R E E M E N T.

DATED January 20th 19 25.

MEMORANDUM OF AGREEMENT made and entered into this day of January, 1925, by and between DAVID W. GRIFFITH, hereinafter referred to as "Mr. Griffith", party of the first part, D. W. GRIFFITH, INC., a Maryland corporation, hereinafter referred to as "The Griffith Corporation", of the second part, and FAMOUS PLAYERS-LASKY CORPORATION, a New York corporation, of the third part.

W I T N E S S E T H:

WHEREAS, the parties hereto heretofore entered into an agreement dated the 10th day of June, 1924, whereby among other things, the Famous Corporation agreed to assist the Griffith Corporation to finance a motion picture photoplay which the Griffith Corporation was under contract to deliver to United Artists Corporation, and D. W. Griffith and the Griffith Corporation agreed to thereafter furnish the services of Mr. Griffith to the Famous Corporation to direct three (3) motion picture photoplays for it, and

WHEREAS, the Famous Corporation assisted the Griffith Corporation to finance a motion picture photoplay variously referred to under the working titles of "The Wrong Receipt" and "Dawn", but now completed and released under the permanent title of "Isn't Life Wonderful", and

WHEREAS, United Artists Corporation claimed that said motion picture "Isn't Life Wonderful" was not the last picture which said Griffith and/or the Griffith Corporation was obligated to deliver to the United Artists to be distributed by it, and

WHEREAS, Mr. Griffith and the Griffith Corporation have entered into an agreement with United Artists Corporation under date of January 10th, amended by an agreement of January 16, 1925, whereby United Artists agreed, among other things, in effect, to compromise its claim to additional pictures from Mr. Griffith and the Griffith Corporation, if Mr. Griffith and the Griffith Corporation would produce one additional photoplay upon the same terms as set forth in Article Fourth of an agreement dated November 22, 1924, between United Artists and Mary Pickford, Douglas Fairbanks, Charles Chaplin and Norma Talmadge, which Article has been set forth in full in the aforesaid agreement of January 10, 1925, and before Mr. Griffith directs the three motion picture photoplays for the Famous Players-Lasky Corporation pursuant to the agreement of June 10, 1924, and

WHEREAS, Mr. Griffith and the Griffith Corporation are desirous of adjusting their controversy with United Artists by the delivery to the latter of a motion picture for distribution, and

WHEREAS, Mr. Griffith and the Griffith Corporation

have requested Famous Players to deliver to United Artists said production, thereby enabling them to carry out their proposed adjustment with United Artists Corporation,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

FIRST: The Griffith Corporation and Mr. Griffith jointly and severally agree to and with the Famous Corporation that before commencing performance of the contract of June 10, 1924, above referred to, they will furnish the services of Mr. Griffith to the Famous Corporation to direct a motion picture to be produced by the Famous Corporation, at a negative cost not to exceed $350,000.

SECOND: All of the provisions of the agreement of June 10, 1924, applicable to the making of a picture, the negative cost of which shall not exceed $350,000., shall apply to this production excepting as in Paragraph Fourth hereof provided.

THIRD: Famous Players agrees that it will permit said picture to be distributed by United Artists Corporation, upon the latter entering into an agreement with the Famous Corporation which will satisfactorily protect the rights and interests of the latter in accordance with the intent of this agreement.

FOURTH: In computing the percentage of net profits to be paid as bonus to Mr. Griffith on said picture in accordance with the agreement of June 10, 1924, the distribution costs in lieu of those referred to in Subdivision 4 of Paragraph Fourteen thereof, shall be the sums paid or withheld by the United Artists Corporation for distribution costs.

FIFTH: The agreement of June 10, 1924, between the parties hereto, is hereby ratified and confirmed, and Mr. Griffith will commence directing the photoplays referred to in that Agreement upon completing the production of the photoplay to be distributed by United Artists Corporation, hereinabove referred to. It is contemplated that said picture will be completed by June 1, 1925.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and caused these presents to be duly executed, the 20th day of January, 1925.

D. W. GRIFFITH, INC.,

ATTEST: By D W Griffith

Secretary D W Griffith (L.S.)

FAMOUS PLAYERS-LASKY CORPORATION

By Treasurer.

ATTEST:

Assistant Secretary

LARRIN, RATHBONE & PERRY

ALBERT RATHBONE
ADRIAN H. LARRIN
JOHN M. PERRY
ARTHUR H. VAN BRUNT
HENRY V. POOR
ALBERT ATTERBURY
HERBERT BOSWORTH
NICHOLAS KELLEY
DONALD C. MUNLEHAN
STEWART M. RETHOUR
T. C. D. HAGUE
JAMES L. BARNS, JR.

Central Union Trust Company Building
10 Broadway, New York

File 487 2-2

January 30, 1935.

Mr. A.H.T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf: Re: POWERS - GRIFFITH Agreement.

Enclosed herewith find a form of an agreement, which if satisfactory, please return to me. I am sending a copy to Mr. Powers. The forms of letters subordinating the indebtednesses of the various parties are also enclosed. I call your attention to the requirement of a letter from United Artists Corporation in regard to the payment of $15,000. a week, and waiving of any offsets.

Very truly yours,

Enc.

DCM/MF

TITLE	COST OF PICTURE	NO. OF CONTRACTS	CASH COLLECTED ON	ADDITIONAL RENTALS
LOVE MADNESS	$472,413.00			
BREAK STREET	717,681.00	4541	$630,695.00	$660,961.00
ORPHANS OF STORM	1,630,000.00	4976	1,231,973.00	1,262,860.00
NEW YORK NIGHT	1,420,000.00	7367	1,812,496.00	1,835,368.00
ONE EXCITING NIGHT	388,694.00	3146	769,113.00	812,217.00
WHITE SLAVE	734,610.00	5276	602,914.00	680,044.00
AMERICA	1,000,000.00	687	125,301.00	637,966.00

D. W. Griffith's stock in D. W. Griffith Inc. 575,000 shares Class B which is all of Class B. stock outstanding (confirm with Benshaf). Equity in suit for $100,000 (Picture "BLACK AND WHITE") D. W. Griffith vs Al Jolson. Assignment of $61,000 salary due D. W. Griffith by D. W. Griffith Inc. Life Insurance Policy of D. W. Griffith for $150,000. Another policy of $350,000 in favor of D. W. Griffith Inc. Second lien of D. W. Griffith's stock in United Artists Corp. (1st lien $7500 note held by First National Bank of Mamaroneck.) Deed to property at Orienta Point. Appraised at $680,000 by Coates & Berlies of Chicago in 1920 (without buildings and equipment) Property consists of 28 acres on which buildings are situated and 30 acres adjoining building assessed at $365,000. Central Union Trust Company figure property worth $800,000. Subject to three mortgages totalling $127,500. These mortgages extended for 2 years from September, 1924.

D. W. Griffith Inc. owe:

Central Union Trust Co.	-	Principal	$230,000.
		Interest	20,000.
		Commission	50,000.
P. A. Powers	-	Principal	200,000.
		Commission	50,000.
Trade	-		180,000.
			$730,000

(Paying $4,000 per week on trade bills).

A M E R I C A

Week ending	Sales	Cash Collections
5/24	35,250.00	7,125.00
5/31	8,460.00	20000.00
6/7	90,160.00	12,762.00
6/14	113,425.00	44,451.00
6/21	37,760.00	15,365.00
6/28	44,125.00	18,686.00
7/5	15,675.00	9,601.00
7/12	27,707.00	8,558.00
7/19	24,165.00	4,305.00
7/26	21,625.00	5,058.00
8/2	21,815.00	5,730.00
8/9	39,275.00	12,387.00
8/16	34,353.00	10,616.00
8/23	45,920.00	11,649.00

January 20, 1928

Messrs. Coleman & Austrian
27 Cedar Street
New York City

Attention Mr. Austrian

Dear Mr. Austrian:

Re: Moveile vs. D. W. Griffith, Inc.

I am enclosing herewith check in the amount of $2250 in payment of the first note due on January 23rd instant in the above entitled matter.

The Griffith Company failed to include the accrued interest on this note, and I have requested them to send me a check for this interest to be forwarded to you. In the meanwhile, will you kindly pick up this note which is coming due on the 23rd, and you might hold the same until you receive the interest payment.

Kindly acknowledge receipt of the enclosure, and oblige

Very truly yours,

RF:MC
I.
Inc. 1

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York Office,
January 27, 1928.

Mr. Hiram Abrams,
United Artists Corporation,
729 Seventh Avenue,
New York, N. Y.

Dear Mr. Abrams:

This will serve to introduce to you Mr. Lucius J. Henderson, who wishes to talk to you on a certain matter.

Mr. Henderson is a friend of mine of many years standing, and any courtesies you may extend to him will be greatly appreciated.

Sincerely yours,

JCS/CC

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KOHLMAN & AUSTRIAN
37 Cedar Street
New York

January 30th
1 9 2 5

Albert H. T. Banshaf, Esq.
130 W. 42d Street
New York City

Dear Mr. Banshaf: RE: IVOR NOVELLO vs. D. W. GRIFFITH, INC.

Pursuant to our understanding there will be due on January 23d, 1925, Note No. 1, in the amount of $2250.00 with interest thereon at 6%. This note is payable at the EQUITABLE TRUST COMPANY, No. 37 Wall Street, New York City, to whom we transmitted this note for collection.

Yours very truly,

Kohlman & Austrian

6-AWB

#16

January 30, 1925

United Artists Corporation
729 Seventh Avenue
New York City

Attention Mr. M. S. Steele

Dear Mr. Steele:

Referring to your favor of December 22nd I am enclosing herewith original and copy of affidavit made by Mr. Griffith with relation to the copyright situation on the FALL OF BABYLON and MOTHER AND THE LAW for use in Japan.

Very truly yours,

RR:EC
Enc. 2

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FAMOUS PLAYERS-LASKY CORPORATION
Paramount Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8300
CABLE ADDRESS "FAMPLAY"

LEGAL DEPARTMENT
RALPH A. HOAGE
HAROLD MINOR BITNER
AUSTIN C. MERRIAM
CHARLES E. HAWTHORNE
ATTORNEYS

ELBERT JOHN LUDVIGH
GENERAL COUNSEL

January 20, 1925

Mr. A. L. Gray,
1476 Broadway,
New York City

My dear Mr. Gray:

If the enclosed agreements are satisfactory, will you please have them executed by Mr. Griffith personally, and by the corporation, by its President and Secretary, and the corporate seal affixed, and return same to me and I will have it properly executed on behalf of Famous Players.

Yours very truly,

Elbert John Ludvigh

EJL:LHG
Encls.

1925

YORK TIMES, WEDNESDAY, JANUARY

PAID MAGAZINE $600, FEARING 'KNOCKS'

D. W. Griffith's Advertising Manager Testifies in Trial of Broadway Brevities for Fraud.

CALLED A "SCANDAL SHEET"

Names of Prominent Men and Women Introduced as Objects of Veiled Attacks.

John Lloyd, advertising manager for D. W. Griffith, Inc., motion picture producers, testified yesterday in the United States District Court, where Broadway Brevities, a monthly magazine, Stephen G. Clow, its publisher, and three of its employes are on trial on the charge of using the mails to defraud and for obtaining money under false pretenses, that is, by inducing Mr. Griffith to advertising in the publication for fear of Mr. Griffith's displeasure.

Mr. Lloyd's testimony followed the introduction of many issues of the magazine as evidence to support the assertion of Maxwell Mattuck, Assistant District Attorney, at the opening of the trial that the publishers of Broadway Brevities intimidate people into placing advertising with them by hinting at disclosures or by writing successive articles leading with an intimation that men will be pelted in succeeding issues, and that the magazine was a "scandal sheet."

During the afternoon the names of Whitney Warren Jr., Jeanne Eagels and John Mott Bowman, director of Mott Hotels, were introduced as having been the objects of veiled attacks.

"The Government dislikes to bring in prominent people," Mr. Mattuck continued in his opening statement, "but it can't be helped. The facts developed will cast mud because the magazine trades in mud. When dealing with mud-throwers, we have to plunge in the muck and mire."

"Annoying Telegrams" From Magazine.

Mr. Lloyd testified he first came into personal relations with Brevities during the latter part of 1920 or early in 1921, when, he said, he began receiving from the magazine "annoying telegrams" regarding the death of a young actress employed during the making of "Way Down East."

"Then," he continued, "we got another telegram signed 'S. G. Clow' saying we had better take some advertising in Broadway Brevities. In a few days a man came to my office, one of the employes of Broadway Brevities, and appeared to be greatly excited. He said Clow was very angry with us, that he was a bad man, that he could do us lots of harm and suggested that if we wanted him to be friendly taht we might make an advertising contract for $2,500 with Broadway Brevities."

Mr. Lloyd could not remember the name of this employe, but when asked if he could see him in the room, he pointed out to Nat Kunnes, who sat at the table with Clow, A. B. Brown and Charles J. Green, all of them defendants.

"He is the man," he said. "Broadway Brevities had already printed an article about the death of a young girl during a motion picture's making, so I went to Mr. Gray, our general manager, and suggested we give Broadway Brevities some advertising. We had a $1,000,000 invested in the picture and we didn't want any mud thrown at it. Boosts don't hurt it, but knocks do, so I recommended two pages of advertising—$300 a page—$600 in all."

The company, Mr. Lloyd continued, had since used space in the magazine at the same rates without inquiring into its circulation "on the principle that knocks hurts," but refused to pay the money before the advertising was used. Sometime after Kunnes had accepted the contract for the two pages of advertising, Mr. Lloyd testified, he returned and told him if D. W. Griffith, Inc., desired to take action against Brevities for "crooked business" he (Kunnes) would be a witness for the company.

"He said," Mr. Lloyd added, "that it was a hold-up."

Bowman Hotel Group's Experience.

Robert J. Kennedy, advertising manager for the Bowman group of hatels, which includes the Biltmore and Commodore, identified letters showing those hotels had discontinued advertising in the Broadway Brevities and that the discontinuance was followed by letters on Brevities stationery signed by "George A. McCormick" and "George A. McCormack" asking for interviews with Mr. Bowman personally in regard to edvertising. The interviews and the advertising were refused in the latter part of 1921, and in the January, 1922, issue of Brevities appeared an item casting reflections on the Bowman hotels.

Similar items in succeeding issues were read by Mr. Mattuck, and Gordon N. Kahn, who testified he had been employed as writer by the magazine identified one one of them, alleged to have been sent to Mr. Bowman, some handwriting which he said was Clow's. The handwriting read: "Jack, they're getting after you. A Friend."

Gordon Kahn, who was the first witness, testified that Clow told him shortly after the first Federal indict-

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DAILY NEWS, WEDNESDAY, JANU

U. S. OPENS FIRE ON BREVITIES

Hotel Attack Yoked With Advertising Loss.

Chatter of the Rialto, stock in trade of Broadway Brevities, monthly diary of the brightly lighted thoroughfare, seems to constitute the strongest evidence in the government's prosecution of the publisher of Brevities, Stephen G. Clow, and his associates, Charles S. Green, Andrew S. Brown and Nat Kunnes. In opening its case, the government warned the jury that mud would fly.

Stephen G. Clow

Copies of the magazine were introduced yesterday at the trial before Judge Julian W. Mack in Federal court. The defendants are charged with using the mails to defraud and obtaining money through false pretense.

Through the testimony of Gordon W. Kahn, once employed to write articles for the magazine, and Robert J. Kennedy, advertising manager for the Bowman hotels, and extracts from the magazine, the government sought to prove an attack against the Bowman hotels and the Biltmore in particular. It endeavored to show the attack ceased when advertising for the hotels appeared in Brevities and recommenced when that advertising was dropped.

Griffith Buys Some Advertising.

Jack L. Lloyd, advertising manager for D. W. Griffith, the motion picture director, testified that the Griffith organization had advertised in Brevities after Lloyd received a visit from Kunnes, who

Flo Ziegfeld

David W. Griffith

Producers scheduled to testify in case.

asked for a $2,500 contract, and said:

"Mr. Clow is very angry at your organization and he is a very bad man when he is angry."

A dramatic incident occurred during the testimony of Lloyd, which illustrated the pliable ethics of Broadway. Lloyd spoke of a visit paid him by Kunnes, a little shifty-eyed man, two or three years after his first visit as a representative of Brevities.

Kunnes offered to be a witness against Clow, Lloyd said, in any action Griffith might bring against Brevities, which Kunnes suddenly excoriated as "crooked," and a "holdup."

Kunnes Smiles Weakly.

At this revelation of alleged double-crossing, Kunnes flushed and squirmed in his seat. He smiled weakly at Clow, seated across the counsel table, as though to deride the veracity of the testimony. Clow smiled back, a cynical, slightly contemptuous, wholly indifferent smile. It was impossible to determine from his face whether or not this testimony which implied a betrayal of Broadway by Broadway was news to him.

Witnesses will be composed of three types of New York society: the business man, the theatrical celebrity, and the man about town.

Stars of Stage and Screen Expected to Testify.

That the government intends to call Elsie Ferguson, Elsie Janis, D. W. Griffith and Flo Ziegfeld was indicated during the examination of jurors.

Albert Gray, Griffith's brother, was waiting to testify in the courtroom yesterday.

William J. Fallon, chief attorney for the defense, was unable to finish another case yesterday but will probably appear for battle today.

William J. Fallon

Elsie Janis

Defense counsel and expected witness.

DECISION DUE TODAY FOR IRENE DALTON

Los Angeles, Cal., Janfl 20.—Whether Irene Dalton, film actress, and John Owens, wealthy sportsman, must return to Toledo, O., and face a Mann act charge will be known tomorrow afternoon when the two appear before the United States commissioner for a decision.

KOHLMAN & AUSTRIAN
27 Cedar Street
New York

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January 21st
1925

Albert H. T. Sanshaf, Esq.
130 W. 42d Street
New York City

Dear Mr. Sanshaf: RE: IVOR NOVELLO vs. GRIFFITH

We have your communication of the 20th inst. enclosing check to our order in the amount of $2250.00. This check is marked "in full payment of note due, etc.", but we recognize the statement in your letter of transmittal to the effect that the accrued interest has been inadvertently omitted and is not included in the amount of the check. We accordingly will withhold presentation of this note for payment on the understanding that the interest will be paid in accordance with your letter. The interest from November 3d, 1924 to January 22d, 1925, is $29.59.

Yours very truly,

6-AWB

Kohlman & Austrian

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I, Albert H. V. Bauhof, secretary of D. W. Griffith, Inc., do hereby certify that the following is a full, true and correct extract taken from certain minutes of a special meeting of the Board of Directors of said D. W. Griffith, Inc., held on the twenty-first day of January, 1925:

"RESOLVED, that until further notice all checks, drafts, notes, trade acceptances, etc., drawn in the name of this company shall be countersigned in each and every instance by W. B. Levy, as Auditor, before the said instruments shall be good and valid.

"BE IT FURTHER RESOLVED, that the secretary of this corporation be and he hereby is authorized, empowered and instructed to transmit to any and all banks with which this corporation may have funds on deposit a copy of this resolution duly certified by him"

IN WITNESS WHEREOF I have hereunto set my hand and affixed the corporate seal this twenty-first day of January, 1925.

I further certify that the following is the signature of W. B. Levy above mentioned.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MEMBER FEDERAL RESERVE SYSTEM

GEORGE H. MORRISON, PRESIDENT
VICE PRESIDENTS
FRED H. SMITH F. J. LAMBERT
CYRUS DALLIN H. S. BASSETT
J. E. THATCHER E. B. CONLEY
F. J. FULLER S. A. DUNTON
ROGER WHITTLESEY
H. FERGUSON VICE PRESIDENT & SECY
H. M. MYRICK, TREASURER
TRUST COMPANY DEPARTMENT

CENTRAL UNION TRUST COMPANY OF NEW YORK

INCORPORATED 1887
80 BROADWAY
NEW YORK

January 31, 1925.

J. G. Ehping, Esq., Treasurer,
D. W. Griffith Inc.,
1478 Broadway,
New York City.

Dear Sir:

This is to advise that we have received from the United Artists Corporation, checks aggregating $7500, which amount we have applied on account of your indebtedness to this Company. We also acknowledge receipt of their check for $844.34, in payment of interest on your loan to January 12, 1925.

Very truly yours,

C. E. Sigler,
Assistant Secretary.

WHS:MC
Banking

THERE'S ONLY ONE OF CONSEQUENCE

The Billboard

THE FOREMOST WEEKLY THEATRICAL DIGEST
AND REVIEW OF THE SHOW WORLD

PUTNAM BLDG., 1493 BROADWAY
NEW YORK

January 28, 1920.

Mr. D. W. Griffith
Hotel Astor,
New York City.

Dear Sir:

I would like very much to talk with you concerning your plans while with Famous Players-Lasky. Please advise me if an interview can be arranged.

Twice I have made an effort to get into communication with you at your hotel but each time, after enquiring my name, the operator informed me that you "didn't answer." It may be illuminating to you to know that I am not interested in the so-called Broadway Brevities incident.

Very truly yours,

Arthur W. Eddy

Motion Picture Editor.

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

149

WILL H. HAYS
PRESIDENT
CHANDLER SMITH
SECRETARY

OFFICE OF THE PRESIDENT

January 22, 1925

Mr. D. W. Griffith
D. W. Griffith, Inc.
130 West 42nd Street
New York City

My dear Mr. Griffith:

I shall attend the meeting of the Public Relations Committee here next Monday afternoon.

At my suggestion representatives of the member companies have been invited. I hope you will be able to come because it is really important in our building program. If you have other engagements that make it absolutely impossible for you to come yourself, please send your next best man. We want you in on this, because it's good.

With kindest personal regards and best wishes always, I am

Sincerely yours,

Will H. Hays

128A

January 22, 1920

D. A. Powers
729 Seventh Avenue
New York City

Dear Sir:

I am enclosing herewith for your information a copy of supplementary agreement under date of the 16th day of January between Mr. Griffith, D. W. Griffith, Inc., and United Artist Corporation, relative to the United Artist stock matter.

Very truly yours,

GAIEO
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

62

January 28, 1926

Hon. Rex B. Goodsell
Collector Internal Revenue
Los Angeles, California

Referring to IT:CE Schedule 10790

Sir:

Replying to your letter of November 17, 1925 with relation to check $492827 in favor of D. W. Griffith, which you state you are holding on behalf of Mr. D. W. Griffith, I wish to advise that on Mr. Griffith's amended tax return for the year 1923, filed during 1924, we took as a credit the refund in the amount of $8476.19 which refund was refunded by field agent for 1921. No other credits were taken on such reports nor on the original report filed for 1923.

At the time of filing the original return the first instalment thereof was paid by check which check bears indorsement as follows:

> Paid to the order of Los Angeles
> Branch of San Francisco, Cal.,
> income and profits tax account.
>
> April 5, 1924
>
> Rex B. Goodsell
>
> Collector of Internal Revenue.

On the face of the check appeared a rubber stamp as follows: N.P.
16-16

Trusting this information is satisfactory, and that you will forward Mr. Griffith check at an early date, I remain

Very truly yours,

RR:EC
Kindly send the check for Mr. Griffith in my care at the above address.

46

Rdb

United Artists Corporation
729 Seventh Avenue
New York

Bryant 1114

January 22, 1925.

In reply please
refer to 1/22/25 ROD

Mr. J. C. Epping, Treasurer,
D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City.

Dear Mr. Epping:-

The Allied Artists Corporation Limited, London, has paid us $1055.58, representing the fifth installment on the $3,000.00 advance made to you against English receipts on AMERICA.

Very truly yours,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

ROD:AP

Cg. Income "America" England
Cr. Income "East" England

LAMBIN, MATHESONS & PERRY

ALBERT MATHESONS
ADRIAN H. LAMBIN
JOHN H. PERRY
ARTHUR H. VAN BRUNT
HENRY V. POOR
ALBERT STICKNEY
HERBERT BOSWORTH
NICHOLAS KELLEY
DONALD S. MUNLENON
STEWART M. BETHOUR
T. J. P. MARTIN
JAMES L. BARNS, JR.

CABLE ADDRESS LAMTERLY, NEW YORK

Central Union Trust Company Building

80 Broadway, New York

File 487 Z-2

January 25, 1925.

Mr. A.H.T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

Enclosed herewith find three copies of the agreement between Mr. Powers and Griffith. A letter will be required from the United Artists Corporation, also letters subordinating the claims of the various persons. These letters should be in the firm as enclosed.

Very truly yours,

Enc.

DCM/MF

Not used or closed
ABS
178A

PATRICK A. POWERS

D. W. GRIFFITH, INC.

- and -

DAVID W. GRIFFITH.

A G R E E M E N T .

Dated, N.Y. January 1925.

LARKIN, RATHBONE & PERRY,
80 BROADWAY,
NEW YORK.

AGREEMENT made this day of January, 1925, by and between PATRICK A. POWERS, first party, D. W. GRIFFITH, INC., second party, - and - DAVID W. GRIFFITH, third party;

W I T N E S S E T H:

The second party is at the present time indebted to the first party in an amount upwards of One Hundred Eighty Thousand Dollars ($180,000.), under the terms and conditions of a certain agreement between D.W. Griffith, Inc., David W. Griffith and Patrick A. Powers, dated January 25, 1924, under which agreement and agreements supplemental thereto, certain collateral is held by the first party as security therefor.

The second party has applied to the first party to establish for it a credit in an amount not exceeding Two Hundred Thousand Dollars ($200,000.), to be available as hereinafter set forth.

The first party is willing to grant the said credit and make advances thereunder, provided the second and third parties agree to repay any moneys advanced under such credit, and to perform all the terms and conditions of this agreement and the agreement of January 25, 1924, and the agreements supplemental thereto.

The second and third parties agree to continue the performance of the agreement of January 25, 1924, and the agreements supplemental thereto, and to pay all moneys due or to become due thereunder, and this agreement is to constitute further

supplement of the agreement of January 25, 1924, so that all of the security delivered thereunder, except shares of stock of United Artists Corporation, shall be also available under the terms and provisions of this agreement.

The third party is President of and financially interested in the second party and enters into this agreement as part consideration to induce the first party to extend to the second party, the credit herein referred to.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the sum of One Dollar, lawful money, by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged, and other good and valuable considerations, the parties hereto agree as follows:

FIRST: The first party agrees to and does hereby open and create a credit for the benefit and account of the second party, in an amount not exceeding Two Hundred Thousand Dollars ($200,000.), in addition to the amounts for which the second and third parties are indebted to the first party under the agreement of January 25, 1924, between David W. Griffith, D.W. Griffith, Inc. and Patrick A. Powers, and the agreements supplemental thereto, available to the second party at the rate of not exceeding Ten Thousand Dollars ($10,000.) during any one week, until the full amount of the total credit of $200,000. is exhausted.

SECOND: The second party agrees to avail itself of said credit by written order on the first party, which in each instance shall be subject to the approval of the first party as to amount and purposes for which the proceeds thereof shall be

used or applied; and the second and third parties agree that said proceeds shall be applied for no other purposes.

THIRD: The second and third parties agree to cause the United Artists Corporation or any other distributing corporation which at any time distributes any of the photoplays hereinafter referred to, to pay to the first party all of the proceeds from the sale, distribution and/or exhibition of each and all of said photoplays, which amount shall not be less than Fifteen Thousand Dollars ($15,000.) per week, under this agreement, which amount the first party shall at his option apply against any of the indebtedness of the second and/or third parties to him under the terms and conditions of this agreement, or under the terms and conditions of the agreement of January 25, 1924, and the agreements supplemental thereto.

For this purpose, the second party agrees to obtain from United Artists Corporation and/or any other agency at any time engaged in the distribution of the photoplays hereinafter referred to, a letter to the effect that it will make such payments out of such proceeds, during each and every week, and will not permit or allow any offsets thereto, until the full amount of all indebtedness which may be due or become due to the first party from the second party, has been paid, with interest.

FOURTH: The second and third parties agree to forthwith deliver to the first party agreements subordinating the claims of J.C. Epping, D.W. Griffith, Mae Marsh, Shubert, Accrued Pay Roll and Foreign Expenses re "America", now appearing on the books of the second party, to the prior payment of the indebted-

ness to the first party, now created, or hereafter to be created under the terms of this agreement, and also under the terms of the agreement of January 25, 1924.

FIFTH: The second and third parties hereto, as security for the indebtedness of the second party to the first party created hereunder and under the agreement of January 25, 1924, and to insure the repayment of the full amount thereof with interest, to the first party, do hereby sell, assign, transfer and set over to the first party, the negative and positive prints of the feature photoplays,-

"WAY DOWN EAST
DREAM STREET
ORPHANS OF THE STORM
ONE EXCITING NIGHT (excepting one-half interest in the foreign distribution rights)
THE WHITE ROSE
AMERICA
BROKEN BLOSSOMS
LOVE FLOWER
ISN'T LIFE WONDERFUL (subject to Empire Trust Company and Famous Players-Lasky Corporation agreements as hereinafter set forth)

And also all sums of money now due or to become due on account of any contracts, agreements or leases now or hereafter made for the leasing, sale, distribution and/or exhibition of any and all of said photoplays now had or hereafter to be had with any person, firm or corporation in the United States, its possessions and/or any foreign country.

SIXTH: The second and third parties hereto further agree that they will authorize and direct the United Artists Corporation and/or any other distributing agent which may have an agreement or contract with the second and third parties for

the leasing, exhibition and/or distribution of any of the photoplays herein referred to, to make payment direct to the first party, of all of such proceeds of any such leasing, distribution or exhibition contracts or agreements until otherwise directed by the first party, after Central Union Trust Company of New York has received payment of all indebtednesses as referred to or included in the agreement between David W. Griffith, D.W. Griffith, Inc. and Central Union Trust Company of New York, dated October 22, 1923.

SEVENTH: The second and third parties further agree that in the event that any moneys or royalties are paid to them or either of them on account of the purchase or sale, leasing, exhibition or distribution of any of said photoplays herein referred to, including the entire world, as well as road shows, that the same will forthwith be delivered and paid over to the first party as his property, until the full amount of the indebtedness of the second party due the first party, has been paid in full; but only after payment has been made of the obligations to Central Union Trust Company of New York, as referred to and included in the agreement between David W. Griffith, D.W. Griffith, Inc. and Central Union Trust Company of New York, dated October 22, 1923.

EIGHTH: The second and third parties further agree that the negatives of all of the photoplays referred to herein, shall be stored in Compartment No. 1 of the fireproof, concrete vault located approximately fifty feet west of the laboratory situated on the studio of the second party at Mamaroneck, New

York, and now leased to Central Union Trust Company of New York, until the full payment of this obligation; and upon the termination of the lease to Central Union Trust Company of New York, if not re-leased to it, said vault will be leased in writing to the first party, for the term of one year, at a nominal rental. However, any of the said negatives may be removed from the said vault by the second party for the purpose of making prints, upon the written consent of the first party.

NINTH: The second party represents that the negatives and positive prints of the photoplays -

WAY DOWN EAST
DREAM STREET
ORPHANS OF THE STORM
ONE EXCITING NIGHT
THE WHITE ROSE
AMERICA
BROKEN BLOSSOMS
LOVE FLOWER
ISN'T LIFE WONDERFUL

are now situated in Compartment No.1 referred to in the paragraph next above, and leased to Central Union Trust Company of New York, except such negatives as are now in laboratories, and of which prints are now being made, such negatives to be forthwith returned to the said vault immediately upon completion of said prints.

TENTH: The second and third parties further represent and agree that subject to the agreement with Central Union Trust Company of New York, dated October 22, 1923, the agreement with Empire Trust Company, dated July 1, 1924, affecting only the photoplay "Isn't Life Wonderful", the distribution agreement with Famous Players-Lasky Corporation, the agreement of January 25, 1924, between the parties hereto, and agreements supplemental thereto between the same parties, the first party is the owner

in his own right by reason of this agreement, of the prints, negatives and stories of the photoplays,

WAY DOWN EAST
DREAM STREET
ORPHANS OF THE STORM
ONE EXCITING NIGHT (excepting one-half interest in the foreign distribution rights)
THE WHITE ROSE
AMERICA
BROKEN BLOSSOMS
LOVE FLOWER
ISN'T LIFE WONDERFUL (subject to Empire Trust Company and Famous Players-Lasky Corporation agreements as hereinafter set forth)

ELEVENTH: The second and third parties agree that they will forthwith mark the ledgers and/or other books of account or record wherein any reference is made to the photoplays,

WAY DOWN EAST
DREAM STREET
ORPHANS OF THE STORM
ONE EXCITING NIGHT
THE WHITE ROSE
AMERICA
BROKEN BLOSSOMS
LOVE FLOWER
ISN'T LIFE WONDERFUL

or any contracts, leases or agreements for the sale, leasing, distribution and/or exhibition thereof, with a statement in substance as follows:

> "Subject to the title of Central Union Trust Company of New York in and to the negatives and positive prints, contracts for the sale, exhibition, lease and/or distribution thereof, and the proceeds of all moneys received or to be received therefrom, the negatives and films of this photoplay, together with all contracts and agreements for the leasing, exhibition and distribution thereof and the proceeds of all moneys received or to be received therefrom, are the property of Patrick A. Powers under an agreement made and entered into between Patrick A. Powers,

D.W. Griffith, Inc. and David W. Griffith, dated January 1926."

TWELFTH: The second and third parties agree to deliver to the first party forthwith upon demand by the first party, policies of insurance covering the said photoplays and all of them, against loss by fire, theft or otherwise, and keep the same insured in an amount sufficient to pay for the amount of the loan herein referred to. The said policy or policies of insurance shall be payable to Patrick A. Powers. The second and third parties agree to deliver to the first party policy of life insurance on the life of David W. Griffith, in the sum of at least $150,000., payable to the first party.

THIRTEENTH: The first party shall at no time be responsible for the loss or destruction of the said negatives, or for the safe custody of the said films or negatives.

FOURTEENTH: The second and third parties hereby waive presentment, demand, protest and notice of dishonor of any note or notes delivered hereunder, and of any and all other notes or obligations of the second and third parties or either of them at any time held by the first party.

FIFTEENTH: This agreement and the property assigned hereunder, shall also be collateral security for any other loans, notes or obligations of the second party to the first party.

SIXTEENTH: The first party may at any time demand from the second and third parties additional or other further security for the payment of the obligation herein referred to, and any other obligation of the second and/or third parties,

Table

and upon making such demand, the second and third parties agree to forthwith deliver said additional collateral or security to the first party.

The second party agrees to deliver to the first party any and all mortgages which may be received by it on account of the sale of the Mamaroneck property now owned by or against which the second party has a lien.

SEVENTEENTH: It is further agreed that in the event any obligation of the second and/or third parties to any other creditor, shall be called for payment, thereupon the obligations of the second party to the first party, set forth and included in this agreement, shall immediately become due and payable, any limitation of time in any such agreement, to the contrary notwithstanding.

EIGHTEENTH: It is further agreed that in the event of the application for or appointment of a receiver of the second and/or third parties, or the assignment by either of them for the benefit of creditors, or the filing of a voluntary or involuntary petition in bankruptcy by or against the second and/or third parties, the full amount of the obligations hereunder shall become due and payable; and further, that upon the happening of any such events, the first party shall not be required to make any further or other advances under the credit hereby provided for.

NINETEENTH: The second and third parties agree that neither of them will at any time until the full amount of this obligation is paid, without the consent of the first

party first had and obtained in writing, create or allow to accumulate any obligations or indebtednesses against either of them, nor will either of them sell, assign, transfer or create any lien upon any of the photoplays or negatives herein referred to, and/or the royalties or moneys to become payable, until the full amount of this obligation is paid, without the consent of the first party.

TWENTIETH: The second and third parties represent that they and neither of them is indebted to United Artists Corporation, and that there are no offsets, and no obligations which might mature into claimed offsets against the proceeds of any of the photoplays herein referred to, and that they will deliver to United Artists Corporation and/or any other distributing corporation, written directions to pay the full amount of all royalties and moneys received or to become due from the exhibition and/or distribution of all or any of the said photoplays, direct to the first party, at his office, No. 723 Seventh Avenue, Manhattan, New York City, after payment to Central Union Trust Company of New York, of obligations due it as included in the said agreement of October 22, 1923, excepting that United Artists Corporation may deduct a sum not exceeding $687.30 per week on account of the present indebtedness of the second party to it, in accordance with an agreement dated April 1, 1924, between Charles Chaplin, Douglas Fairbanks, David W. Griffith, D.W. Griffith, Inc., Mary Pickford Fairbanks and United Artists Corporation.

TWENTY-FIRST: The second party hereby constitutes and appoints the first party and any of his employees or agents, its true and lawful attorney-in-fact, to inspect and take excerpts from the books of account of United Artists Corporation or any other corporation through which the second party may now or hereafter distribute, sell, lease or exhibit all or any of thephotoplays herein referred to, the same and under the same circumstances and conditions as the second party might or could do in accordance with any contract with said United Artists Corporation or any other distributing organization now had or hereafter made.

TWENTY-SECOND: The second and third parties represent that all Federal and State taxes which may have been assessed against the second party, have been paid, and that there are no unpaid taxes of any nature or description outstanding and unpaid. Any taxes which the second party may deem unjust may be contested if the same is in good faith.

TWENTY-THIRD: The second and third parties further agree that the first party may in his discretion at any time that the loan herein provided for, or any part thereof, is called by him or remains unpaid for ten (10) days thereafter, sell, assign, transfer or set over, either by public or private sale, the said negatives, films, prints, contracts and/or leases, without notice to either of the second or third parties, such sale being hereby consented to by the said parties, and the purchaser thereof shall acquire the full and

exclusive right to the use of the name of the third party, David W. Griffith, in connection with the photoplays included herein, and all the negatives and films thereof, with full power, right and authority to change the stories or to cut or change the photoplays, and retain the name of the third party as producer thereof, subject to the claim and lien of Central Union Trust Company of New York, as set forth in the agreement of October 28, 1923.

TWENTY-FOURTH: All advances by the first party to the second party under the terms of the credit hereby created, shall be evidenced by the demand notes of the second party, endorsed by the third party, and nothing herein contained shall be considered or construed as a waiver by the second party of the immediate repayment of any obligation which may become due and owing to the first party under the terms of this agreement or under the terms of the agreement of January 25, 1924.

TWENTY-FIFTH: The first party may sell any of the collateral herein referred to upon ten days' notice to the second party at its present place of business in the Borough of Manhattan, New York City, by public or private sale, and at such sale may be the purchaser in his own right; and any moneys received from such sale, will be applied on account of the indebtedness herein referred to and remaining due.

TWENTY-SIXTH: The second party hereby sells, assigns and transfers to the first party as additional collateral hereunder, all of its remaining right, title and interest in and to certain distributing contracts heretofore entered

into between it and United Artists Corporation, dated the 19th day of December, 1931, respecting the pictures referred to, or some of them, and directs that the moneys or royalties which may become due or payable thereunder, shall be paid direct to the first party, after payment of the obligations of Central Union Trust Company of New York, as set forth in the agreement of October 28, 1933.

TWENTY-SEVENTH: The second and third parties agree to execute and deliver to the first party any other or additional grants, mortgages, leases, papers or other documents, which may in the opinion of the first party be required to give to him title to the copyrights, trade- marks, books, scenarios or photoplay stories of the negatives or photoplays referred to in this agreement.

TWENTY-EIGHTH: The first party may in his discretion, designate a representative to act as Auditor or other officer of the second party, for such period as any part of the indebtedness due or to become due to the first party shall remain unpaid; and the second party agrees to elect such person so designated as such officer, in the capacity as may be designated by the first party, and retain any such officer during said period. The second party further agrees that all checks, notes or other obligations for the payment of money, shall be countersigned by such designated agent of the first party, and that the banks, other financial institutions, and all other persons will be informed accordingly.

TWENTY-NINTH: This agreement shall bind the heirs, executors, administrators, successors and assigns of the re-

spective parties.

IN WITNESS WHEREOF, the first and third parties have hereunto set their respective hands and seals, and the second party has caused these presents to be signed by its duly authorized officer, and its corporate seal to be hereunto affixed, all on the day and year first above written.

_____(LS)

D. W. GRIFFITH, INCORPORATED,

ATTEST:

By _____
President.

_____
Secretary.

_____(LS)

STATE OF NEW YORK
COUNTY OF NEW YORK : SS:

On this day of January, 1925, before me personally appeared PATRICK A. POWERS, to me known and known to me to be the individual mentioned in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

STATE OF NEW YORK
COUNTY OF NEW YORK: SS:

On this day of January, 1925, before me personally came D. W. GRIFFITH, to me personally known, who being by me duly sworn did depose and say: That he resides in the Village of Mamaroneck, County of Westchester, New York; that he is the President of D.W. Griffith, Incorporated, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

STATE OF NEW YORK
COUNTY OF NEW YORK: SS:

On this day of January, 1925, before me personally came DAVID W. GRIFFITH, to me known and known to me to be the individual mentioned in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

467 So. Hoover St.
Los Angeles, Calif.
January 23, 1925.

Mr. Albert Gray,
c/o D. W. Griffith Co. Corporation,
1107 Longacre Bldg.,
1476 Broadway,
New York, N. Y.

My dear Mr. Gray:

I am returning to you for Mr. Griffith, Protest Notest for non-payment of two notes, due me January 12th and 13th for $1600, from the Mamaroneck Bank. I received no word or reason for these being not paid. I extended one note before leaving and Mr. Epping sent a written statement to the Bank in Mamaroneck that they would not ask for any further extension for payments for my notes for salary.

On the strength of this I borrowed money, have paid interest of more than $120 out of my own pocket, and I think I have a larger amount coming than anyone else, and have done the least complaining, and have always served Mr. Griffith faithfully.

Mr. Griffith told me personally before leaving that my note would be met when due. As yet I have not received a penny. I am sure Mr. Griffith does not know of this. I need this money badly. Will you please look this up and see why I have been neglected in this manner.

I am doing a bit of speciality work out here to make a little money until Mr. Griffith needs me. Please remember me to Mr. Griffith, and with kindest regards to yourself, I am,

Yours very truly,

Hendrick Sartov

JAMES F. CURTIS, ATTORNEY AND COUNSELLOR AT LAW,
WOOLWORTH BUILDING, 233 BROADWAY,
NEW YORK CITY

JAN 15 1926

NOTICE OF PROTEST

NEW YORK

8.

PLEASE TAKE NOTICE, THAT A CHECK / NOTE / BILL OF EXCHANGE X FOR $ 600.

MADE BY D. W. Griffith Inc

DRAWN ON / PAYABLE AT 1107 Longacre Bld. 1476 Broadway NY

TO THE ORDER OF D. W. Griffith NO.

DATED 12/14/24 ACCEPTED Maturity 1/14/25

AND ENDORSED BY YOU, HAVING BEEN THIS DAY PRESENTED FOR PAYMENT, WHICH WAS DULY DEMANDED BUT REFUSED, WAS THIS DAY DULY PROTESTED FOR NON-PAYMENT, AND THAT THE HOLDER LOOKS TO YOU FOR THE PAYMENT THEREOF, AND FOR THE DAMAGES, INTERESTS AND COSTS.

YOURS RESPECTFULLY

TO: Cardrick Sartor

NOTARY PUBLIC
STATE OF NEW YORK

PLEASE FORWARD IMMEDIATELY FOR YOUR OWN PROTECTION THE ACCOMPANYING NOTICES TO PRIOR PARTIES.

JAMES F. CURTIS, ATTORNEY AND COUNSELLOR AT LAW,
WOOLWORTH BUILDING, 233 BROADWAY,
NEW YORK CITY

JAN 15 1925

NOTICE OF PROTEST

NEW YORK

25

PLEASE TAKE NOTICE, THAT A CHECK / NOTE X / BILL OF EXCHANGE FOR $ 1000.

MADE BY D. W. Griffith Inc

DRAWN ON / PAYABLE AT 1107 Longacre Bldg 1476 Bdwy NY

TO THE ORDER OF D. W. Griffith NO.

DATED 11/14/24 ACCEPTED Maturity 1/14/25

AND ENDORSED BY YOU, HAVING BEEN THIS DAY PRESENTED FOR PAYMENT, WHICH WAS DULY DEMANDED BUT REFUSED, WAS THIS DAY DULY PROTESTED FOR NON-PAYMENT, AND THAT THE HOLDER LOOKS TO YOU FOR THE PAYMENT THEREOF, AND FOR THE DAMAGES, INTERESTS AND COSTS.

YOURS RESPECTFULLY

TO: Mendrick Sartor

NOTARY PUBLIC
STATE OF NEW YORK

PLEASE FORWARD IMMEDIATELY FOR YOUR OWN PROTECTION THE ACCOMPANYING NOTICES TO PRIOR PARTIES.

Sir :

Please to take notice that the within is a true copy of a .....

duly made and entered in the within entitled ..... and filed in the office of the Clerk of .....

on the ..... day of 192

Dated, N. Y. 192

Yours, &c.,

Schlesinger & Schlesinger

Attorneys for .....

Office and Post Office Address

17 East 42nd Street

Borough of Manhattan New York City

To ..... Esq

Attorney for .....

Sir :

Please to take notice that an order of which the within is a true copy will be presented for settlement and entry herein, to Mr. Justice .....

at .....

this Court at .....

..... in the City of New York

on the ..... day of 192

at 10 o'clock in the forenoon.

Dated 192

Yours &c.,

Schlesinger & Schlesinger

Attorneys for .....

Office and Post Office Address,

17 East 42nd Street

Borough of Manhattan New York City

To ..... Esq.

Attorney for .....

INDEX NO. ..... Year .....

SUPREME COURT : NEW YORK COUNTY.

CLARK D. PRASS,

Plaintiff,

-against-

DAVID MARK GRIFFITH,

Defendant,

MOTION FOR JUDGMENT

Schlesinger & Schlesinger

Plaintiff

ATTORNEYS FOR .....

Office and Post Office Address

17 East 42nd Street

Borough of Manhattan New York City

To ..... Esq.

Attorney for .....

Due and timely service of a copy of the within ..... is hereby admitted

Dated, ... 192

Attorney for .....

Fol. 1 SUPREME COURT : NEW YORK COUNTY.

----------X

CLARK D. PEASE,

Plaintiff,

-against-

DAVID WARK GRIFFITH,

Defendant.

----------X

SIR:-

PLEASE TAKE NOTICE that upon the annexed affi-
davit of Clark D. Pease, verified the 15th day of January,
" 2 1925, and upon the exhibits and verified pleadings thereto
annexed, and upon all other papers and proceedings had herein,
this Court will be moved at a Special Term Part I thereof, to
be held in and for the County of New York, at the Court House
of the Supreme Court, in said County, on the 28 day of
January, 1925, at 10 o'clock in the forenoon, or as soon there-
after as counsel can be heard, for an order striking out de-
fendant's answer herein and directing judgment be entered in
favor of the plaintiff and against the defendant for the
amount claimed in the complaint herein, and for such other and
further relief as the Court may deem just and proper in the
" 3 premises, and for costs.

Dated, New York, January 22 1925.

Yours etc.,

SCHLESINGER & SCHLESINGER,
Attorneys for Plaintiff,
Office & P.O. Address,
No. 17 East 42nd Street,
Borough of Manhattan,
City of New York.

TO:-
ALBERT H.T. BANZHAF, Esq.,
Attorney for Defendant,
130 West 42nd Street,
Borough of Manhattan,
City of New York.

Fol. 1 SUPREME COURT : NEW YORK COUNTY.

----------X

CLARK D. PEASE, :

Plaintiff, :

-against- :

DAVID WARK GRIFFITH, :

Defendant. :

----------X

STATE OF NEW YORK)
CITY OF NEW YORK :SS.:
COUNTY OF NEW YORK)

CLARK D. PEASE, being duly sworn, deposes and

" 2 says:-

I am the plaintiff in the above entitled action. This is an action for work, labor and services rendered and for automobile accessories and materials furnished at defendant's request.

The defendant appeared by ALBERT H.T. BANZHAF, Esq. and interposed an answer, denying each and every allegation of the complaint. The answer is verified by defendant's said attorney and the reason therefor is stated to be defendant's absence from the county where said attorney has his office. The grounds of said attorney's belief are

" 3 stated to be conversations had with the defendant and defendant's representative.

A copy of the verified pleadings are hereto annexed and made part hereof as if fully set forth and marked Exhibits "A" and "B".

On or about the 9th day of July, 1923, defendant personally called at plaintiff's service station and the order for the work and materials was then given directly by defend-

Fol. 4 ant to plaintiff herein. Plaintiff made an approximate estimate for defendant who accepted same and authorized deponent to proceed with the work. All further orders and negotiations in reference to the repairs were made personally by defendant with plaintiff.

Plaintiff sent defendant bills covering and specifying the work performed and the materials furnished. Plaintiff specializes in service for Hispano-Suiza automobiles. As appears from the annexed bills and statements rendered to defendant, the work, labor and services, and the materials furnished and supplied were for a Hispano-Suiza Brougham.

" 5 Said bills and statements are annexed hereto as if fully set forth herein, amd marked Exhibits "C" to "G".

The work and services enumerated therein were actually performed by plaintiff and the materials therein contained actually furnished and supplied to defendant by plaintiff. The price of such labor and materials is the agreed price therefore and is less than the estimate given defendant by plaintiff and to which defendant agreed. The full amount of prices for the goods sold, materials furnished, and work, labor and services rendered is Two thousand four hundred nineteen and 15/100 ($2,419.15) Dollars, no part of which has been

" 6 paid, although repeated demands therefor have been made.

This case was noticed for trial for the January 1925 Term.

Deponent verily believes that the answer is interposed solely for the purpose of delay, and verily believes there is no defense to this action.

WHEREFORE, deponent prays for an order striking out defendant's answer herein and granting judgment in favor of the plaintiff for the amount demanded in the complaint.

No previous application for the relief prayed for herein has been made to this Court, or any other Court.

Clarke D. Pease.

Fol. 7

Sworn to before me this
15 day of January, 1925

W. P. Wolf
Notary Public
N.Y. Co. # 717
Reg. # 5555A
etc

EXHIBIT "A"

Fol. 1 SUPREME COURT : NEW YORK COUNTY.

----------X

CLARK D. FRASE, :

Plaintiff, :

-against- :

DAVID WARK GRIFFITH, :

Defendant. :

----------X

The plaintiff, complaining of the defendant, alleges:-

FIRST:- That between the 9th day of July, 1923 and the 15th day of October, 1923, the plaintiff at the special
" 2 instance and request of the defendant, performed work, labor and services for the defendant, consisting of repairs to defendant's automobiles, and furnished and supplied automobile accessories and materials, all of which were of the agreed and reasonable value of Two thousand four hundred and nineteen and 15/100 ($2419.15) Dollars, no part of which has been paid, although duly demanded.

WHEREFORE, plaintiff demands judgment against the defendant in the sum of Two thousand four hundred and nineteen and 15/100 ($2419.15) Dollars, together with lawful interest thereon and costs.
" 3

SCHLESINGER & SCHLESINGER,
Attorneys for Plaintiff,
Office & P.O. Address,
No. 17 East 42nd Street,
Borough of Manhattan,
City of New York.

STATE OF NEW YORK)
CITY OF NEW YORK)ss.:
COUNTY OF NEW YORK)

CLARK D. PEASE, being duly sworn, deposes and says that he is the plaintiff in the within action; that he has read the foregoing complaint and knows the contents thereof; that the same is true to his own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

(signed) Clarke D. Pease

Sworn to before me this 8)
day of August, 1924)
W. & B. Schlesinger

Clerk, New York County
No. Clerk's Ofc. Reg. No. 9918
Certificate No. 20
Expires March 30th 1926

EXHIBIT "B"

folio 1. SUPREME COURT : NEW YORK COUNTY.

- - - - - - - - - - - - - - - - - -x

CLARK D. PEASE,

Plaintiff,

-against-

DAVID WARK GRIFFITH,

Defendant.

- - - - - - - - - - - - - - - - - -x

Defendant, answering the Complaint of the Plaintiff, alleges:

" 2. FIRST: Denies each and every allegation contained in said Complaint.

W H E R E F O R E, Defendant demands judgment dismissing the Complaint herein, together with costs and disbursements of this action.

ALBERT H.T. BANZHAF,
Attorney for Defendant,
Office & P.O. Address,
#130 West 42nd Street,
Coro of Manhattan,
City of New York.

" 3.

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

ALBERT H.T. BANZHAF, being duly sworn, says: That he is attorney for the Defendant in this action and resides at #55 Woodbind Ave., Larchmont, N.Y.; that he has read the foregoing answer and knows the contents thereof and that the same is true to the knowledge of the deponent, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters he believes it to be true. Deponent further says that the grounds of his belief as to all matters therein not stated upon his knowledge are as follows: conversations had with the defendant and his employees and representatives.

Deponent further says that the reason why this verification is not made by the said defendant is that said defendant is not within the county where such attorney has his office.

(Signed) ALBERT H.T. BANZHAF

Sworn to before me this 22nd :
day of Septembee, 1924. :

Robert C, Richter,
N otary Public Nassau Co.
Ctf. filed in New York County
N.Y. County Clerk's No. 388
New York County Reg. No. 6310
Comm. exp. Mch. 30, 1926.

CHARLES S. FRAGG, INC.

AUTOMOBILE SERVICE ENGINEERS

[illegible]

NEW YORK CITY.

NY.

Exhibit "C" August 1, 1923.

David H. Griffith, Esquire,
1476 Broadway, New York City.

Our Order No
[illegible]

1923 **HISPANO-SUIZA BROUGHAM.**

July 14 1. Supply one extra Hispano-Suiza fuse.

2. Supply and install one Lucas Rearview Mirror left side of windshield. 21.00

August 1, 1923.

- - - - -

Exhibit "D"

Our Order No
237

July 23 1. Take out upholstery in rear seat and remove gasoline tank.
2. Re-build tank to accomodate Flentje preventers and attach.
3. Attach set of Flentje Preventers.
4. Make two head cushions with cords and attach.
5. Make wide foot rail and cover with carpet material.
6. Repair speaking tube and electric switch.
7. Supply and install new locks on tool boxes.
8. Supply and install new hex crown nuts on head lamp brackets.
9. Re-set all doors to make same work properly.
10. Remove sliding worm gear mechanism under rear seats and re-build seat and seat back.
11. Supply and install electric cigar lighter. 345.00

- - - - -

September 1, 1923.

Exhibit "E"

Our Order No
248B

Aug 14 1. Disassemble rear axel, brake drums, brake rods, and remove differential with drive shaft and drive shaft housing.
2. Disassemble universal joint, drive shaft and differential.
3. Machine drive shaft at pinion gear and mill out key ways. Make new keys and re-fit pinion gear to drive shaft.
4. Remove rear axels, straighten, and re-fit to differential.
5. True up master gear on differential and re-fit pinion gear.
6. Re-bush universal joints and assemble drive shaft and complete rear end.
7. Dis-assemble Servo braking mechanism, Make and install new bronze driving gear. Machine Servo brake drum, and re-line Servo shoes.
8. Remove broken gears from Servo brake and weld housing and re-fill holes made by the broken mechanism.

9. Dis-assemble transmission, inspect gears. Supply two new counter shaft front and rear ball bearing, and rear main shaft ball bearing.
10. Disassemble clutch. Re-grind clutch plate. Supply and install new clutch facings. Machine clutch shaft splines and splines in clutch plate hub. Lap clutch plate on shaft so that it will operate smoothly.
11. Supply and install front and rear clutch shaft ball bearings.
12. Assemble clutch and adjust and assemble servo braking mechanism and adjust.
13. Remove springs and reset.
14. Refit all spring shackles with new bolts and bushings. Supply and install new shackle bushings and new spring bolt bushings in all springs.
15. Supply and install special high pressure lubricating system on entire car doing away with present oil and grease cups.
16. Disassemble starting motor, re-face commutator, supply new brushes and make best possible adjustment with old armature.
17. Supply and install new ignition breaker arms and screws and adjust. Rewire high tension ignition using special high tension ignition cable and supplying new terminals where necessary.
18. Make special braces to hold windshield steady, nickle plate and attach. Re-bolt windshield to cowl.
19. Dis-assemble front brakes, steering knuckles, and front axel. Press out steering knuckle pins, re-face cone bearings and re-fit to axel.
20. Press out cracked cup thrust bearings: make new ones to fit re-faced cones, supply new balls and assemble.
21. Supply and install two new radial bearings at upper end of right and left king bolts.
22. Install angle blocks between front axel and spring seat to increase steering trail and eliminate vibration in steering gear.
23. Take up wear in steering worm and nut and adjust upper and lower thrust bearings.
24. Supply and install new ball socket bushings in steering reach rod and steering connecting rod. Tighten steering lever on shaft.
25. Assemble steering and adjust brakes and braking mechanism.
26. Re-wire tail lamp and eliminate "short".
27. Make new gasoline tank cover.
28. Re-charge both batteries.
29. Supply and install new inner tube.
30. Repair and true up wire wheel.

PARTS LIST

Two pinion gear keys.
Two universal joint bushings.
One bronze servo master gear.
One foot servo brake facing.
Welding servo housing.
Two double row transmission countershaft bearings.
One double row transmission shaft bearing rear.
One double row transmission shaft bearing front.
Re-grinding clutch plate.
One pound grinding compound.
One clutch shaft bearing front single row.
One clutch shaft bearing rear double row.
Re-setting springs.
Fourteen spring shackle bushings.
Eight spring eye bushings.
Re-facing fourteen shackle bolts.
High pressure lubricating fittings.

Four starting motor brushes.
Two ignition screws.
Two ignition arms.
Seventy feet high pressure cable.
Twelve new terminals.
Two specially made windshield brackets.
Two windshield bolts.
Pressing in and out of king pins and lower thrust cups.
Two radial bearings for upper end.
Two angle blocks.
Six steering ball socket bushings.
One gasoline tank cover.
Re-charge two batteries.
One lamer tube.
Repair wire wheel. 344.00

LABOR, (647-3/4 Hours) OVERHEAD, SMALL PARTS AND MATERIALS NOT LISTED GOVERNMENT TAX. 1231.00
1575.75

- - - - -

November 1, 1923.

Exhibit "F"

Our Order No
256

Oct 4

1. Repair spark control lever, and re-adjust. Make new set screw for timing gear.
2. Remove starting motor, supply and install new armature and re-install motor.
3. Raise body, remove right tire carrier. Re-shape carrier so that it will not strike front right door and re-attach.
4. Supply and install special made stop light.
5. Cover stop light wire and tail light wire with nickle plated cable.
6. Attach new hose connections on radiator to motor connections.
7. Adjust pinion gear in differential.
8. Repair right hood catches.
9. Change oil in motor.

PARTS LIST.

One special made stop light.
Four Hose connections with clamps.
Seven quarts Crankcase Oil.
Four quarts Differential Oil.
Eight feet Nickle plated Flexible Cable.
Welding Tire Carrier Bracket.
Supply New Armature. 85.00

LABOR (123 Hours), OVERHEAD, SMALL PARTS AND MATERIALS NOT LISTED, GOVERNMENT TAX. 238.40
323.40

- - - - -

Exhibit "G"

To Professional Services Rendered:

Sept 27 September 27 Trip to Somers, N. Y.

Oct 15 October 15 Trip to Mamaroneck, N. J. 150.00

New York City,
January 24, 1925.

Neil Hamilton,
Feldman Court,
Pelham,
New York.

Dear Mr. Hamilton:

Enclosed herewith, we are handing you payroll check in full for week ending January 24th. You will also find enclosed check in the amount of $300 together with a statement which is self-explanatory.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAM:IS
ENC.2

STATE OF NEW YORK

No. 418 Int. 411

IN ASSEMBLY,

January 26, 1925.

- - -

Introduced by MR. ALTERMAN - read once and referred to the Committee on Labor and Industries.

AN ACT

To amend the workmen's compensation law, in relation to including within the application of certain employees of motion pictures and photo-play producers.

The people of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Section three of chapter eight hundred and sixteen
2 of the laws of nineteen hundred and thirteen, entitled "An act
3 in relation to assuring compensation for injuries or death of
4 certain employees in the course of their employment and repealing
5 certain sections of the labor law relating thereto, constituting
6 chapter sixty-seven of the consolidated laws," as re-enacted by
7 chapter forty-one of the laws of nineteen hundred and fourteen and
8 amended by chapter six hundred and fifteen of the laws of nine-
9 teen hundred and twenty-two, is hereby amended by inserting
10 therein a new group, to be group fourteen-a, to read as follows:

1 Group 14-a. Employment in connection with the production of
2 motion pictures or photo-plays, provided that the employees in-
3 cluded therein shall be only such as receive a daily compensation
4 of not exceeding twenty-five dollars, or a weekly compensation of
5 not exceeding one hundred dollars.
6 #2 This act shall take effect immediately.

KOHLMAN & AUSTRIAN
[illegible] street
NEW YORK

171

January 26th
1925

Albert H. T. Banzhaf, Esq.
130 W. 42d Street
New York City

Dear Mr. Banzhaf: RE: MOVELLO vs. D. W. GRIFFITH, INC.

We have not as yet received check of your client representing the interest due on note for $2250.00 due January 23d, 1925. We would thank you to give this matter your prompt attention.

Yours very truly,

Kohlman & Austrian

G-AWB

United Artists Corporation
729 Seventh Avenue
New York

Garage 1774

January 26th
19 25

Mr. A. H. T. Banshaf,
Bush Terminal Bldg.,
West 42nd Street,
New York City

Dear Mr. Banshaf:

Herewith is Balance Sheet and Income Statement of the Allied Artists Corporation, Ltd., London, for the month ended December 26th, 1924.

Yours truly,

UNITED ARTISTS CORPORATION

Maurice G. Cleary

Treasurer
M.G.Cleary

Encl
ROD G

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MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.

522 FIFTH AVENUE

NEW YORK CITY

WILL H. HAYS
PRESIDENT

TELEPHONE
VANDERBILT 5110

January 26, 1925.

CONFIDENTIAL

FOR INFORMATION OF MEMBERS ONLY

Mr. D. W. Griffith,
Mamaroneck, N.Y.

Dear Mr. Griffith:

In line with the purpose to exercise every possible care to the end that only books or plays which are of the right type are used for screen presentation; to avoid the picturization of books or plays which can be produced only after such changes as to leave the producer subject to a charge of deception; to avoid using titles which are indicative of a kind of picture which could not be produced, or by their suggestiveness seek to obtain attendance by deception, a thing equally reprehensible; and further to endeavor "to establish and maintain the highest possible moral and artistic standards of motion picture production", the following communications have been received by this office, indicating the opinion of the members as to what they should do in their efforts to carry out these purposes, since January sixteenth, on which date we notified all our members that certain books and plays had been rejected for picturization by certain of our members:

From a distributing and producing member advice received today, January 26, 1925, that they have declined to produce "The Harem", this rejection being made on January 23, 1925.

Note: Advice has been received today, January 26, 1925, that a second member has declined to produce "Ladies of the Evening", this rejection being made on January 23, 1925.

With kindest regards, I am,

Sincerely yours,

Will H. Hays

hmh

178A

January 27th 1925.

Motion Picture Capital Corporation,
41 East 42nd Street,
New York City. Attention Mr. Walker:

Gentlemen:

Confirming telephone conversation this afternoon with relation to proposed loan to D.W.Griffith, Incorporated I wish to advise you as follows:

The estimate gross on "AMERICA" is approximately $1,300,000. and on "ISN'T LIFE WONDERFUL" about $800,000.

"WAY DOWN EAST" it is expected will not be reissued for about another year at least.

Mr. Griffith owns no Class "A" stock of the Griffith Corporation.

The Griffith Corporation holds life insurance on the life of Mr. Griffith in the total amount of $500,000., of which amount there will be assigned to the lender a sum equal to the amount loaned.

Under the Griffith Corporation contract with Famous Players, the Corporation will receive $6,000. per week during the course of production of pictures under the contract, of which sum, Mr. Griffith will receive $4,000. and the Corporation $2,000. Mr. Griffith, however, will allow $3,000. of the sum payable to him to remain in the Corporation to aid in liquidation of its debts.

In addition to these payments the corporation will also receive 20% of the net profits of the pictures distributed by Famous Players and the one to be distributed by the United Artists Corporation after the negative cost has been recouped as well as the cost of prints and other exploitation costs.

The total indebtedness of the Corporation in round figures is about $1,150,000. which represents amount due Central Union Trust Co., Empire Trust, P.A.Powers, various trade creditors, Mr. Griffith, Mr. Epping and other employees (being loans and back salaries) and others, the payment of whose

accounts can be controlled.

Trusting you will find this information satisfactory, I remain

Very truly yours,

R/C DM

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At a Special Meeting of the Board of Directors of D.W.GRIFFITH, INCORPORATED, held at the office of the Corporation, 71474 Broadway, City and State of New York, on the 27th day of January, 1926, at 4:30 o'clock in the afternoon.

PRESENT: Messrs. DAVID W. GRIFFITH
ALBERT L. GREY
ALBERT H.T.BANSHAF

constituting a majority of the Board of Directors.

The meeting was called to order by Mr. Griffith.

Mr. Banshaf presented a waiver of notice of the meeting which, upon motion duly made, seconded and carried, was ordered on file.

Upon motion duly made, seconded and carried, the reading of the minutes of the last meeting of the Board of Directors was waived.

Mr. Griffith thereupon stated that since the Corporation owed him $144,000. for back salary and that since the Corporation was in need of funds and unable to pay the same, he would waive payment of said obligation.

Whereupon, upon motion duly made, seconded and carried, the following resolution was unanimously adopted:

RESOLVED, that the Corporation accept Mr. Griffith's offer to waive salary due him for the year 1924 in the sum of $144,000. with thanks.

FURTHER RESOLVED, that the Treasurer be and he hereby is instructed to make the proper entry of said fact on the books of the Corporation.

There being no further business to come before the meeting, the same was ~~dun~~ duly adjourned.

Albert H T Banshaf

MEMBER FEDERAL RESERVE SYSTEM

GEORGE M. DAVISON, PRESIDENT
VICE PRESIDENTS
THEO. H. SMITH F. CLEVERE
JAS. WALKER S. SCHLESSER
JAS. THAYER S. SNOWDEN
F. J. FULLER R. A. HUNTER
ROGER WHITTLESEY
M. CONDIRON, VICE PRES. & SEC'Y
H. M. MYRICK, TREASURER

CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY OF NEW YORK

ESTABLISHED 1887

60 BROADWAY

NEW YORK

January 27, 1925.

J. G. Epping, Esq., Treasurer,
D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sir:

This is to advise that we have received from the United Artists Corporation, their checks to our order aggregating $10,000, which amount we have applied on account of your indebtedness with this Company, and their check to the order of Mr. P. A. Powers for $10,000, to apply on account of Mr. Powers' loan with us.

Very truly yours,

C. E. Sigler,
Assistant Secretary.

WHS:MC
Banking

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM
PRINCIPAL OFFICE: 149 BROADWAY, NEW YORK, N.Y.

513 FIFTH AVENUE CORNER 43RD STREET

January 27, 1925.

Mr. A.L. Grey,
1476 Broadway,
New York City.

Dear Mr. Grey:

We must insist that you give us prompt action with regard to the payment of $5,000. promised us on account of the note of G. and H. Pictures that has been lying here past-due.

Please let us hear from you by return mail.

Very truly yours,

H.C. Von Elm
Vice-President.

Schlesinger & Schlesinger
Counsellors at Law

NAME IN REGISTERED
WALTER W. SCHLESINGER
TELEPHONE NUMBER [illegible]

National City Bank Building
Madison Avenue & 42nd Street
New York

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January 26th, 1925.

Albert H.T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:- Re: Pease vs. Griffith

Just a line to confirm the fact that the motion in the above entitled matter was adjourned to Feb. 4th. Your stipulation reads "January 4th", and we desire to call your attention to this error.

We trust that you will let us hear from you by February 2nd, as agreed.

Very cordially yours,

SCHLESINGER & SCHLESINGER
BY W. C. B. Sullivan
Jr.

WCBS*G

January
Twenty-Eighth
1928

Joseph Carl Briel, Esq.,
4410 Burns Avenue,
Los Angeles, Cal.

Dear Mr Briel:

Mr Griffith has delayed acknowledging your letter of the second instant in the hope that we could forward you a check. It is, however, unfortunately absolutely impossible to do so just now. Mr Griffith has instructed Mr Epping to send you one at the very first opportunity, and in the meantime wishes me to tell you how sincerely he regrets this delay.

With best wishes from Mr Griffith and myself, believe me

Yours sincerely,

Personal Representative
of Mr Griffith.

America

January
Twenty-Eighth
1916

W. Beardman Reed, Esq.,
President, The Arietta Crane Reed Home,
Brewster, Putnam County, New York.

Dear Mr Reed:

Acknowledgment of your letter of December 27th has been delayed because of the absence of both Mr Griffith and myself from the studio.

Mr Griffith most sincerely appreciates the great kindness and courtesy extended by you in behalf of the Reed Estate in the useof the grounds during the making of "America." Unfortunatelym however, through some temporary business reverses, neither he nor the organization is in a position just at this time to make the contribution you suggest. I must therefore ask you to wait until this temporary condition has righted itself, when it will likely be possible to make a contribution which will be just as acceptable.

Regretting that we are not able to comply with your request at this time, and assuring you again of Mr Griffith's appreciation of your great kindness, I beg to remain,

Yours respectfully,

Personal Representative
of Mr Griffith.

FRANK WOODS PRODUCTIONS
PENINSULA STUDIOS
SAN MATEO, CALIFORNIA

1523 Kings Road
Hollywood Calif

Dear Mr. Griffith

I have heard there is a possibility that you may return to Los Angeles to make pictures, and if so, I have wondered if you might be of the same mind you formerly expressed that you would like to have me with you.

My present contract to produce in ~~in~~ San Mateo will terminate next Spring, or I might be able to close it sooner. In any event I would rather look forward to working for and with you than with any other person on earth. I would have made this proposition to you long ago, but Mrs. Woods' health was never good in the East and I felt it necessary to make our home out here.

I hear your last picture is another knockout and I congratulate you accordingly.

With best wishes and hoping for the best

Sincerely

Frank E Woods

January 29, 1925.

Frank E. Woods, Esq.,
#1525 Kings Road,
Hollywood, Cal.

Dear Mr Woods:

My secretary, Mr Ashcraft, also "doubles" as a publicity man, and, when my pictures are first launched, goes into the larger cities to promote their first engagements. While he is away my correspondence is apt to be sadly neglected. He has just returned from a trip of many weeks, and brings your good letter to my attention. It should have been brought to my attention and acknowledged long ago.

I expect to go to work with the Famous Players, and according to all the plans, as far as we know them, we will produce in the East. Even if we do produce anything in the West, I am afraid I shall have to use the regular Famous Players staff. I do not imagine these people will stand any more expense than necessary. If we should produce in the West, however, I shall certainly make an effort to get you back "on the job," as you know how much I should like to have the benefit of your assistance and advice. As I say, I do not know whether this would be possible or not.

Please remember me to your wife. I am quite sure you both will be fond of my new picture. I am pleased to say that most of the real people have liked it so far--in fact, it has received the best notices of any picture I have made.

With kindest regards and best hopes for you,
I am, as always,

Most sincerely yours,

January 29, 1926.

Bernarr Macfadden, Esq.,
1926 Broadway,
New York.

Dear Mr Macfadden:

I have seen your most kindly work to our benefit in the form of two editorials--one in "Movie Weekly" and the other in "Dream World"--and I wish to thank you most sincerely for this courteous and welcome action.

I shall certainly follow out the suggestion in your letter to look over "Dream World" for stories such as you mention.

I am now in the terrible struggle of making arrangments to get out of one company into another. As soon as I get things straightened up, and get started to work, we must get together, as I should enjoy having a good long talk with you. I should like very much to have you take dinner or luncheon with me as soon as I get a breathing space, if you would care to.

With best personal regards, I am

Most sincerely yours,

January 29th 1926.

Mr. Anthony Paul Kelly,
16 West 54th Street,
New York City, N.Y.

Dear Mr. Kelly:

Will you kindly call in to see me at your earliest convenience to complete the documents relating to the story "THE LITTLE FRAULEIN AND THE BIG WORLD".

Thanking you for your prompt attention and courtesy in the matter, I remain

Very truly yours,

R/GDM

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures
485 FIFTH AVENUE
NEW YORK CITY

OFFICE OF RALPH BLOCK
Managing Editor
STORY DEPARTMENT

January 29, 1926.

Mr. D. W. Griffith,
Astor Hotel
New York City.

Dear Mr. Griffith:

Somebody called my attention to THE LONELIEST MAN ALIVE. It is possibly something that might interest you, although personally I do not think it is what you are looking for.

Sincerely yours,

Ralph Block

RB.PE

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January 29th 1925.

O'Brien, Malevinsky & Driscoll,
152 West 42nd Street,
New York City. Attention Mr. Raftery.

Dear Mr. Raftery:

I am enclosing original and duplicate Power of Attorney executed by Mr. Griffith and D.W.Griffith, Inc. relative to pirating of "Orphans of the Storm" in Costa Rico.

Very truly yours,

R/GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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WHEREAS, WE, DAVID W. GRIFFITH, a resident of the City of Los Angeles, State of California, temporarily and D.W.GRIFFITH,INC., a Maryland Corp.,with office in New York,N.Y sojourning in the City, County and State of New York, /are the sole owners of the copyright of the motion picture photoplay 'ORPHANS OF THE STORM', which was duly copyrighted in the office of the Register of Copyrights, Library of Congress, United States of America, Number 'Class L, XXc., No.13055; and

WHEREAS, WE are the sole owners of the distribution rights of the aforesaid motion picture; and

WHEREAS, the print of the aforesaid motion picture has been exhibited or was to have been exhibited on the screen in the City of San Jose, Costa Rica; and

WHEREAS, the print of the aforesaid motion picture is a stolen or pirated print;

NOW, THEREFORE, WE do/severally hereby appoint MANUEL SOLERA VIQUEZ, an Attorney and Counselor at Law, of San Jose, Costa Rica, my lawful attorney for the purpose named hereinafter, and confer upon him to do either conjointly or severally all acts and deeds that may be necessary or proper to effectuate the object of the premises;

1. To seize and impound the aforesaid motion picture prints of "ORPHANS OF THE STORM";

2. To prosecute, either civilly or criminally the persons who have the aforesaid motion picture print in their possession;

3. To prosecute, either civilly or criminally the person or persons who caused the aforesaid motion picture print to be produced or reproduced on the screen;

4. To prosecute, either civilly or criminally any action for the protection of my rights in and to the afore-

said motion-picture.

5. The authority to accept payments and give discharge.

WHEREFORE this power of attorney is issued under my signature this day of January, 1925.

_____ L.S.

D.W.GRIFFITH, INCORPORATED.

By_____

President

State of New York)
County of New York) ss

On this day of January, 1925, before me personally appeared DAVID W. GRIFFITH, to me known and known to me to be the individual described in and which executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

CITY,COUNTY AND }
STATE OF NEW YORK.} ss.:

On this day of January, in the year 1925 before me came D.W.GRIFFITH, to me known, who, being by me duly sworn, did depose and say that he resides in City of New York; that he is the president of D.W.GRIFFITH, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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January 30th 1926.

Hon. Thorvald Solberg,
Register of Copyrights,
Washington, D.C.

Sir:

I enclose herewith Assignment of Anthony Paul Kelly to D.W.Griffith Incorporated covering the motion picture rights to the story "THE LITTLE FRAULEIN AND THE BIG WORLD", together with my certified check for $2.00 in payment of recording fees.

Respectfully yours,

R/GDM
Encs.

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Anthony Paul Kelly 1/29/25

#1050

For and in consideration of the sum of One ($1.00) Dollar, and other good and valuable considerations in hand paid to the undersigned by D.W.GRIFFITH, INCORPORATED, a Maryland Corporation, having an office at 1476 Broadway, City and State of New York, the undersigned, ANTHONY PAUL KELLY, of New York, N.Y., hereby assigns to said D.W. GRIFFITH, INCORPORATED, its successors and assigns, the motion picture rights for the entire World, in and to a certain story entitled "THE LITTLE FRAULEIN AND THE BIG WORLD" written by I.A.R.Wylie, including all the undersigned's right to make motion picture versions thereof and to produce, sell, lease, license and generally traffic in the said motion pictures and to copyright the same in its own name, together with all other rights granted to the undersigned by said I.A.R.Wylie, pursuant to a certain agreement made the 8th day of July 1924 by and between I.A.R.Wylie and the undersigned, reference to which is hereby had as though the same were incorporated herein in full.

The undersigned further agrees to provide said D.W.GRIFFITH INCORPORATED with any further document or documents necessary or proper to secure the rights hereby granted or to perfect the record thereof.

The undersigned hereby further covenants and warrants that the rights hereby granted ~~if~~ have in no way been encumbered and that he has granted no right, title or interest in and to the motion picture rights to the above story adverse to or inconsistent with the rights so granted to said D.W.GRIFFITH INCORPORATED, its successors and assigns.

1/29/25

IN WITNESS WHEREOF, the undersigned has signed and sealed these presents the day of January, 1925.

_____(L.S.)

CITY, COUNTY AND)
) ss.:
STATE OF NEW YORK.)

On this day of January, 1925, before me personally came, ANTHONY PAUL KELLY, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

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KNOW ALL MEN BY THESE PRESENTS, that D.W.GRIFFITH, INCORPORATED, a Corporation organized and existing under and by virtue of the laws of the State of Maryland, having an office at 1476 Broadway, in the City, County and State of New York does hereby make, constitute and appoint GEORGE BOWLES of 6 Rue de la Paix, Paris, France, its true and lawful attorney, for it and in its name to sell, lease, rent and/or grantexhibition and distribution rights for Continental Europe and Egypt to a certain motion picture photoplay now owned by said D.W.Griffith, Incorporated and entitled "AMERICA"; to make and execute, sign, seal and deliver for it and in its name all contracts, agreements, specialties or other instruments in writing necessary thereto; to sue and prosecute, collect, compromise or settle all claims or demands due or to become due, now existing or hereafter to arise in its favor, and to ask, demand and collect for it and on its behalf all sums of money due or to grow due in connection with the distribution of the rights as aforesaid and to do and perform all necessary acts in the execution and prosecution of the aforesaid business in as full and ample a manner as said D.W.Griffith, Incorporated might do.

IN WITNESS WHEREOF, said D.W.Griffith Incorporated has caused these presents to be signed by its duly authorized officer and its corporate seal to be hereto affixed the ~~xxy~~ 31st day of January 1925.

D.W.GRIFFITH INCORPORATED.

By (s) Albert T. Gray Vice Pres.

N.Y. Rev. Stamp affixed

CITY, COUNTY AND)
STATE OF NEW YORK.) ss.:

On this 31st day of January, 1925, before me personally came ALBERT L. GREY, to me known, who, being by me duly sworn, did depose and say, that he resided in the City, County and State of New York; that he is the Vice-President of D.W.GRIFFITH INCORPORATED, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

Corrected copy

Mr. Elmer Clifton,
c/o D. W. Griffith Studio,
Mamaroneck, N.Y.

Dear Mr. Clifton:

In reply to your request for the status of the different amounts owing to you by the Griffith Studio, I beg to advise as follows:

For the year beginning June 24,1920 to June 24, 1921 you were to receive a salary of $750. per week, plus weekly bonus of $250. until the completion of the production U-2.

Furthermore, you are to receive.....$6,083.75
which represents 3% of the net profits of the C-series 1 to 7 inclusive, and $3,000. in full for the "Idol Dancer". This total being the amount less percentage paid on this series to said date and includes percentage on the "Girl Who Stayed at Home".

Furthrrmore, you are to receive 7,750.00
as an additional bonus for the period of from June 1, 1920 to Dec. 31,1920,a period of 26 weeks which represents $250. weekly as an advance of 3% bonus on "Way Down East".

Furthermore, you are to receive 11,527.73
being 6% of C-8 and C-9 and 3% of the "Gamest Girl" (N-3). This amount less percentage paid on these pictures to date.

Furthermore, you are to receive 5,250.00
this being additional bonus on the period from January 1,1921 to June 1,1921 representing a period of 21 weeks at $250. weekly as a bonus advance of 3% of the

$ 30,611.48

net profits of "Way Down East", making a total amount which will be due and owing you of $30,611.46

The above amount aggregating $30,611.46 is payable to you in 47 weekly installments of $650. and the 48th installment (the last) will be paid in the amount of $61.46. First payment on account of above will beging week ending April 30th, 1921.

Witness:-
P. Major

Yours very truly,

D. W. GRIFFITH INC.

SIGNED

Treasurer

In view of waiving payment of regular salary due week ending June 18, and June 25,1921 the 15 weekly payments beginning with week ending June 18,1921 up to week ending Sept. 24,1921 will be $750. per week, thereafter the payments will be made at the rate of $650. per week as specified above.

SIGNED D. W. GRIFFITH INC.

Treasurer.

Wages Expense

Cutting Jones	G 1.	[illegible]	
Hedge & Wood	G 2.	[illegible]	
Brooks	G 3.	[illegible]	
Tapping Bolly	G 4.	[illegible]	
Weighing cycle	G 5	[illegible]	
Mulyaze Nkeiki	G 6.	[illegible]	[illegible]
Turning the Table	G 7.	[illegible]	[illegible]
			$[illegible] Total

Wages at Home R00.

D. W. GRIFFITH, INCORPORATED

PETTY CASH VOUCHER

DATE 6/8/43

ISSUED TO

Auto	321	848	48
Gas	434	1455	67
Tel & T	417	2453	78
	1268	958	01
Misc Exp. Pay 5, Pay 6	19	745	45
	1288	703	53
Int & Bank Charges	114	924	64
	1402	678	17
Income Tax 43	9247	613	80

RECEIVED PAYMENT

.....

O.K. ..... CHARGE TO .....

Gen: Mannings

10,500.	1944
12,500.	1947
37,500.	1948
7,500	1946
80,000.	

750 cash Rev.

~~20,476.86 Shubert~~

2,784 - Manning Exp.

3000 - Rev. "

48,947.19 Bal. Due

164,058.75

—

draft copy plus

D. A. GREENLEE' RECORDS

LIST OF TITLES
OF SOME OF THE PICTURES
SCHEDULED TO BE SHOWN ON BROADWAY
WEEK BEGINNING JAN. 12, 1925.

"The Redeeming Sin"	-	Rialto
"Greed"	-	Capitol
"The Golden Bed"	-	Rivoli
"Flaming Love"	-	Strand
"Broken Laws"	-	Cameo
"A Lost Lady"	-	Piccadilly

My dear Mr. Griffith,

Mr. Cahill has just told me that you spoke of me for the agency lately in 1869, but that decided to have Mr. Shannon. Of course I am very, very

I want to thank you
for remembering me
and also for sending
such a nice part of
"The Record in
Sunlight Parchment."
I hope the new furniture
will be as beautiful,
and that remembrances
from wills "remember"
me again.

Sincerely,
Marion Davis

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MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
522 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT

TELEPHONE
VANDERBILT 5110

February 5, 1925.

CONFIDENTIAL

FOR INFORMATION OF MEMBERS ONLY

Mr. D. W. Griffith,
Mamaroneck, N.Y.

Dear Mr. Griffith:

In line with the purpose to exercise every possible care to the end that only books or plays which are of the right type are used for screen presentation; to avoid the picturisation of books or plays which can be produced only after such changes as to leave the producer subject to a charge of deception; to avoid using titles which are indicative of a kind of picture which could not be produced, or by their suggestiveness seek to obtain attendance by deception, a thing equally reprehensible; and further to endeavor "to establish and maintain the highest possible moral and artistic standards of motion picture production", the following communication has been received by this office, indicating the opinion of the members as to what they should do in their efforts to carry out these purposes, since January twenty-sixth, on which date we notified all our members that certain books and plays had been rejected for picturization by certain of our members:

From a distributing and producing member advice received today, February 2, 1925, that they have declined to produce "Simon Called Peter". This is the fourth member to notify us of such rejection. You were advised under date of April 7th, April 29th and May 17th, 1924, of the three rejections previously received.

With kindest regards, I am,

Sincerely yours,

Will H. Hays

hmh

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February 3rd 1926.

Mr. David Fox,
c/o Ernst, Fox & Cone,
25 West 43rd Street,
New York City.

Re: "ONE EXCITING NIGHT"
Foreign matter.

Dear Mr. Fox:

I am enclosing you herewith checks dated February 2nd, 1926 as follows:

Check for $1500. drawn to the order of Samuel K. Jacobs by the United Artists Corporation, this to be applied on account of principal of D.W.Griffith Inc. foreign obligation re "One Exciting Night".

Check drawn to S.K. Jacobs for the sum of $341.55, interest on said obligation to January 31st 1925, drawn by the United Artists Corporation.

Also check to your order for $1,000. in full payment of attorney's fees in connection with D.W.Griffith, Incorporated on "One Exciting Night" foreign sale. Payment on account of balance of principal in re "One Exciting Night" to be paid to Mr. Jacobs from time to time when collected as usual.

Very truly yours,

AHTB/GDM
Encs. 3.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

ERNST, FOX & CANE
COUNSELLORS AT LAW
[illegible] EAST [illegible] STREET
NEW YORK
[illegible]
[illegible]
[illegible]
TELEPHONE [illegible]

February 3rd, 1925.

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Re: "One Exciting Night".

Dear Mr. Banshaf:-

We are in receipt of your check of $1,000., the balance of our fees, as agreed, in this matter; also check of $1500. which is to be applied upon the principal after the collections total $145,500. The agreement, as modified, provides that Mr. Jacobs must first receive $147,000. before the receipts are divided, 40% to my client and 60% to yours. So when my client has received from the collections $145,500, this with the check of $1500. will make the sum of $147,000 payable to Mr. Jacobs. Up to that time, all receipts from foreign distribution will be paid over to him, or to me, on his account. After that time, we will receive 40% thereof and you 60%.

We also beg to acknowledge the receipt of check of $341.55 which is the interest from October 30th to date upon the amount due under the guaranty of Mr. Abrams, which at that time, amounted to approximately $25,000, after crediting the interest on the various payments received from that time to this amounting to approximately $13,000.

Very truly yours,

Ernst Fox & Cane
per [illegible]

DJF:R

February 3rd 1926.

Mr. J.C.Epping,
Treas., D.W.Griffith, Inc.,
1476 Broadway,
New York City.

Dear Mr. Epping:

Enclosed herewith is copy of letter which I forwarded, together with checks to Mr. Fox in re "One Exciting Night". Mr. Fox is now paid in full and I believe there is still a balance due Jacobs on account of guarantee the sum of approximately $11,500.

Very truly yours,

AHTB/GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LA VERNE
67 WEST 86th AVENUE
COVERING THE
NEW YORK, NEW YORK

Feb 3/1925

Madam Griffith
I could not get
the play sum off to
ring down to you
to night but will
try to get a script
for your show —
You told me that
you were worrid

[redacted] LA VERNE
61 EAST 86th AVENUE
RIVERSIDE DR.
NEW YORK, NEW YORK

over money matters
of day — Should $5000.
be any help to you?
I mean that's only a
drop in the bucket of
your needs — but if
you can use it
its at your command
dear Friend Sincerely yours
Orville La Verne

Mrs. Madeleine Hiers Godfrey

225 West End Ave
Chicago, Ill. 60657 Longbeach

PICTURE PRODUCERS & DISTRIBUTORS
OF AMERICA, INC.
485 FIFTH AVENUE
NEW YORK CITY

Mr. D. W. Griffith,
Famous Players-Lasky Corp.,
485 Fifth Avenue,
New York City.

Susquehanna 1869.

225 East End Ave.
Feb. 3rd 1925

Mr. D. W. Griffith
Famous Players-Lasky Corp.
485 - 5th Ave.

My dear Mr. Griffith,

Enclosed please find a letter of introduction, given to me by Mr. Will Hays, Pres. of Motion Picture Pro: Dirs.

I was advised to run over to your Studio in Astoria, but you were not there. I have been away in Cuba since then.

My object in wishing an introduction, is to interest you in a Manuscript I hold, a Persian Story, very colorful, Dramatic, containing many thrills, full of action written in 1910 by me - a fanciful theme filled with poetic beauty, equaling in possibilities the Thief of Bagdad; with heart

Street embracing the Arts & Industries of the early 17 Century of Persia, its Market places etc. An original Story.

The Pictures would be exceedingly lovely (from Palace to Hovel)

One in particular is equal to that of a Lecouvreur or Aida scene.

There are blooded Arabian Steeds, Dutch dances, numerous Educational features, as well as Spectacular.

Dear Mr. Griffith, please interest yourself personally in this matter & I will be greatly indebted to you.

Let me talk the Manuscript over with you, you may be able to say where I can place it, if not suitable for you.

Thanking you in advance for any courtesies shown to me and hoping for an early reply,

Very Sincerely Yours,

Madeline River Godfrey.

TELEPHONE
[illegible]

MACFADDEN PUBLICATIONS
Incorporated
Macfadden Building
1926 Broadway cor. 64th Street
New York, N. Y.

Physical Culture
True Story Magazine
True Romances
Macfadden Fiction Lovers'
Dream World
Dance Lovers' Magazine
Muscle Builder
True Detective Mysteries
Movie Weekly
Radio Stories

February 5, 1925.

Mr. D.W.Griffith,
Orienta Point,
Mamaroneck, New York.

My dear Mr. Griffith,

Your kind letter of the 29th ulto. has been received, and I am glad to note that you liked my editorial.

I shall be very happy indeed to take advantage of an opportunity to become better acquainted with you. I have long been a keen admirer of your pictures. As a director it has always seemed to me you have stood alone. You have studied human nature and you understand the human emotions as does no other director whose pictures I have seen.

Some day when you get more money than you know what to do with, and tire of making pictures, a school in which you could teach some of the fundamental processes of directing that you have so artistically interpreted, would serve a great and wonderful purpose.

Trusting to hear from you at your convenience, and with kind personal regards, I am

Cordially yours,

BM/B

B. Macfadden

New York Office,
February 5, 1925.

Capt. Dennis O'Brien,
Knickerbocker Bldg.,
New York, N. Y.

Dear Capt. O'Brien:

We enclose herewith same statements for the purpose of procuring a loan, amounting to $150,000, same to be re-payable at the rate of $4,000 per week beginning March 8, 1925.

Mr. Griffith has a contract for three pictures with the Famous Players Lasky Corporation at a salary of $6,000 per week, payable weekly, besides a percentage. This loan is to be repaid out of Mr. Griffith's salary which we receive from Famous Palyers, at the rate of $4,000 for the first 12 weeks, and after that at the rate of $5,000 per week.

The loans of the Central Union Trust Company and P. A. Powers, which appear on the statement, are being paid back to these parties by the United Artists Corporation at the rate of $20,000 per week, and will be all paid off inside of twelve weeks. After that the monies accrueing at the United Artists Corporation will be paid to us and it is for this reason that we raise the payments from $4,000 to $5,000 weekly after the other loans are paid to the Central Union and P. A. Powers.

The purpose of the loan we are asking is to give us immediate funds to pay our accounts payable shown on the statement. Under the agreement with the Central Union Trust Company and P. A. Powers, covering their loans, the United Artists Corporation cannot pay us any funds until said loans are paid back in full. Consequently, we have no immediate funds to pay our Accounts Payable, and are therefore anticipating Mr. Griffith's salary to pay this loan, $4,000 of which salary it is agreed between Mr. Griffith and the Corporation is to be used to re-pay our liabilities until they are entirely liquidated.

I wish to call your attention to the fact that the figures on the statement, furnished to us by the United Artists Corporation, which show our equity in taken contracts to date, are considerably in excess of the loans to the Central Union Trust Company and P. A. Powers.

I also wish to call your attention to the fact that in the event

Capt. O'Brien
/2

of Mr. Griffith's death the Corporation has life insurance to the amount of $500,000, against which the liabilities of the Corporation have first lien. In addition to the assignment of salary to the amount of $4,000 per week we will give whoever is willing to make this loan of $150,000 a life insurance policy on Mr. Griffith's life, in favor of the Corporation, in the amount of $150,000, which will be ceded to the lender by the Corporation.

Very truly yours,

Treasurer.

D. W. Griffith, Inc.

JCE/CC

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February 3rd 1925.

Mr. J.C.Epping,
Treas., D.W.Griffith Inc.,
1476 Broadway,
New York City.

Dear Mr. Epping:

Beg to advise that the Tax Warrant which was issued by the Federal Internal Revenue Department in re taxes on road show "WAY DOWN EAST" was presented for payment and I have arranged ~~with~~ the Collector to pay the same at the rate of $1,000. a month, commencing February 16th until liquidated. The original tax amounted to $6,479.29, penalty $323.96, interest $2,449.17, additional interest to date of presentment of warrant $272.13.

As soon as the entire amount is paid, we will put in application for a rebate on the penalties and I believe we can have a substantial part thereof waived and refunded.

Very truly yours,

AHTB/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DUELL REVEALS SECRET OF RIFT WITH MISS GISH

Counsel for Lillian Gish, noted motion picture star, yesterday obtained a week's delay in which to answer to the complaint of Charles H. Duell. With the action came more light on the vanished love dream of the man who now sues to prevent Miss Gish from working for some other producer.

Lillian Gish

The exact text of the complaint filed by Duell, which let the cat out of the bag concerning the heartbreak that had come in his affairs, was one of the products of the day. One of Duell's representatives broke the news and produced this passage in the complaint:

"I would have been only too glad to be of whatever assistance I could during the period referred to, because, until April 2, 1924, I was engaged to be married to Lillian."

Engagement Disputed.

It was this paragraph that provoked the cryptic statement of Louis Levy, of counsel for Miss Gish, that there could have been no truth in the intimation that Duell contemplated marriage. Likewise, it explained all of the society chatter that had been going the rounds since the famous excursion made by Miss Gish to Newport and the separation of Duell and his wife, the former Lillian V. Tucker.

It appears, by the sworn admission of the complainant, that the secret of the Paris divorce granted to Mrs. Lillian V. Tucker Duell was the nuptial event in which he expected to figure with Miss Gish in the role of the blushing bride.

Griffith Scheme Seen.

Broadway did not know yesterday what new picture plans had been made for Miss Gish. Some of the insiders opined that D. W. Griffith had in mind the return of the star to his own management and direction.

It seems that the spat between Duell and Miss Gish was well known in the intimate circles of moviedom for six weeks before the open break came in court, and that Will Hays, overlord of the movies, had been called upon to make an effort at settlement.

"CAPITAL PUNISHMENT" PLEA AGAINST INDIRECT EVIDENCE

Title: "CAPITAL PUNISHMENT."
Type: PROPAGANDA.
Directed by JAMES P. HOGAN.
Presented at the CAMEO THEATRE.

The prisoners up at Sing Sing were shown this picture and they took a great shine to it. "Never convict a man on circumstantial evidence" is its real issue. And it sets out to show why not.

The picture's really quite a convincing piece of screen work, if you're in sympathy with its arguments. If you're not—well, we're not going to say it'll absolutely change your views on the subject, but it might.

It starts off with a few horrible scenes. A man is about to be electrocuted. He struggles and cries out his innocence. But the deed is done, and a moment or so later a frantic warden announces that the real culprit has just confessed the murder for which this poor man had just died.

Comes Elliott Dexter, as an attorney, deploring these conditions and, to show them up, improvising a plan whereby he can have an innocent man proved guilty of murder under just such circumstances.

George Hackathorne

George Hackathorne is Dexter's victim. The attorney gets the boy from his lower east side tenement and offers him $5,000 to put over this trick. "In two weeks time I'll produce, alive, the man you were supposed to have killed," George is told, "and you'll be in the $5,000. Then you can marry your best girl and your mother will be well provided for."

Mary Carr and Clara Bow

Of course, it all strikes George as mighty queer, especially as he had already seen the inside of Sing Sing—having been up for one or two minor crimes, robbery and such like. And at first he doesn't feel much like enlisting in the scheme, but later consents when he figures out it'll be an aid to humanity, and besides it means $5,000, which in turn means a bungalow for two and a flivver. So George goes in for it.

He sports a carnation and a cigar two days before his supposed execution and carries on so that the guards, wardens and fellow convicts think he's clear out of his mind.

And if he isn't at this time, he very nearly is two days later at the crucial hour, when Elliott Dexter fails to produce the supposed death victim. It's at about this time that George Hackathorne puts in some of his excellent characterization prowess, and, of course, he's saved just in time.

Clara Bow is cute and effective in the role of George's sweetheart. But Clara hasn't much to do. Neither has Mary Carr, who makes as fine a movie mother as ever she did. Elliott Dexter gives a capable performance. But it's George Hackathorne, of course, who makes the picture, that is, George and the scenery.

"The Devil's Cargo" at the Rivoli will be reviewed tomorrow.

MEMBER FEDERAL RESERVE SYSTEM

GEORGE M. REVERSON, President
Vice Presidents
THEO. H. SMITH F. J. LISMAN
J. V. W. WALSH H. S. BERNHEIMER
J. V. B. THAYER S. R. DWIGHT
F. J. FULLER R. A. HUNTER
ROGER WHITTLESEY
H. FERGUSON, Vice Pres't & Sec'y
H. M. MYRICK, Treasurer
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY OF NEW YORK

80 BROADWAY
NEW YORK

February 3, 1933.

J. C. Epping, Esq., Treasurer,
D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sir:

This is to advise that we have received from the United Artists Corporation, checks aggregating $10,000, which amount we have applied on account of your indebtedness to this Company.

Very truly yours,

C. E. Sigler,
Assistant Secretary.

WHS:MC
Banking

Form 1201

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N.L.

If none of these three symbols appears after the twenty-fourth word of the message, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, President GEORGE W. E. ATKINS, First Vice-President

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N.L.

If none of these three symbols appears after the twenty-fourth word of the message, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

The time used in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

B31CC 1G 26 NL 4 EXTRA

NEWYORK NY FEB 5 1925

D W GRIFFITH X663

LONGACRE BLDG BWAY COR 42 ST NEWYORK NY

WE WOULD BE HONORED TO HAVE YOU ATTEND THE DINNER TO FRANK MCGLYNN SUNDAY FEB 6 AT 8 PM AS OUR GUEST

FRIARS CLUB GEO M COHAN ABBOTT

437A FEB 6

Fairbanks

UD

Fort Nelson Chapter
Portsmouth, Virginia

February 6, 1925.

Mr. D. W. Griffith,
Motion Picture Director,
New York City,

Dear Sir:

There was recently shown in our city your picture "America" taken from Robert W. Chamber's book.

The local moving picture interests asked the Daughters of the American Revolution to see the picture at its first showing and if it met with their approval to give it their endorsement.

The Committee saw the picture and gave it their endorsement but they also have a criticism to make. Possibly the picture had been cut before being put on here but certainly the surrender at

Yorktown received far too little notice and the picture of Williamsburg, the then capital of Virginia, is outrageous.

Williamsburg was at that time the home of rich and cultured people and yet it is portrayed in that picture as a street of gambling with a group of ill-clad men carrying bunches of sticks on their backs.

Of course that picture has been released and will go on, but for the sake of truth in History we beg of you that you see that the truth is portrayed when handling Virginia historical subjects. We assure you that the Daughters of the American Revolution, over two hundred thousand strong, will be glad to co-operate with you in securing better moving pictures.

Yours sincerely,

Mrs. H. C. Hassel

Chairman of Patriotic Education
Fort Nelson Chapter, D. A. R.

MME. LISETTE
Gowns

TELEPHONE CIRCLE 7200

42 WEST 49TH STREET
NEW YORK Feb.5, 1925.

Mr. D. W. Griffith,
1107 Longacre Bldg.,
New York.

Dear Mr. Griffith:-

I have followed with interest the various newspaper reports, stating that you had discontinued your Mamaroneck studio, and that in future you would be associated with Famous Players.

While I have of course no means of knowing, to what extent these reports are correct, I take the liberty of writing you to say that whatever the changes are, which will or have taken place, I sincerely hope that they will not denote an interruption of the pleasant business relations which have existed between your good firm and myself for so many years, and that I will have the pleasure of working for you, even if you should be identified with another company.

I also learn that before these reported new arrangements become effective, you will produce another picture for United Artists, and it hs hardly necessary for me to say that I should be much pleased, if you can see your way to favor me, as heretofore, with the orders for the costumes which may be required.

I should greatly appreciate, if I am not imposing too much upon your time, to receive a few lines from you whether I may hope for a continuance of our pleasant business relations, and remain, with best wishes,

Sincerely yours,

Mme Lisette.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. F. RANSHAW, SECRETARY
J. S. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1199

New York Office,
February 6, 1925.

Famous Players Lasky Corporation,
485 Fifth Avenue,
New York, N. Y.

Gentlemen:

The undersigned hereby authorizes and directs you to pay to the Guaranty Trust Company the sum of $4,000 weekly, out of my weekly share of compensation due and payable to me pursuant to a certain agreement dated the 10th day of June, 1924, between David W. Griffith, D. W. Griffith, Inc. and Famous Players Corporation, as well as the contract supplemental dated the 20th day of January, 1925.

The payment of aforesaid to be made to the Guaranty Trust Company is to continue until the total sum of $150,000 owing by D. W. Griffith Inc. and myself to said Guaranty Trust Company, has been fully paid.

It is, of course, strictly understood that during intervals between the making of pictures, pursuant to the aforesaid contracts, when no compensation shall be payable to me, you are not expected nor are you to be held liable to make such payments.

This authorization and direction is irrevocable and is to continue until such time as the aforesaid sum of $150,000 has been paid to the Guaranty Trust Company, or has otherwise been paid as you may receive notice of such fact from said Guaranty Trust Company. I further hereby release and absolve you from any and all liability by reason of your making the payments as aforesaid and this letter is not to have any effect upon any of the other terms of the aforesaid contracts now existing between us, and I shall fully and faithfully perform the said contracts on my part to be performed.

Very truly yours,

D W Griffith

D. W. Griffith, Inc.

President.

CC

D W Griffith

New York City,
February 8, 1920.

New York Telephone Company,
New Rochelle,
New York.

Attention of Commercial Dept.

Gentlemen:

This will authorize you to discontinue immediately the following lines located at our Studio, Mamaroneck:

Call number Mamaroneck, 1128 registered under J. C. Epping.
Call numbers Mamaroneck, 1191, 1192, 1193 and 1194 registered under D. W. Griffith, Incorporated.

Will you give this your kind and immediate attention?

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

New York City,
February 6, 1928.

Ruth Bryan Owen,
Cocoanut Grove,
Florida.

Dear Madam:

In answer to your request that we furnish you with information in relation to the amount of money you received from this Corporation on account of special work on "America", the following information is given:

Inasmuch as on our records the amount which we paid you for salary is less than $1000 and we are not reporting it to the Federal Government, you are therefore not obliged to pay any tax on this amount.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

New York City,
February 6th, 1925.

Neil Hamilton,
Feldman Court,
Pelham,
New York.

Dear Mr. Hamilton:

Enclosed herewith, we are handing you payroll check in full for week ending January 31st, 1925. You will also find enclosed, check in the amount of $300 together with a statement which is self-explanatory.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.2

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MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF
J. ROBERT PLATTEN
ACTING TREASURER

February 6, 1928.

Dear Mr. Bunzhaf:

I have heard nothing further from your Treasurer, Mr. Epping, and would appreciate some word from you or from him as to when you will send us your note covering the unpaid 1924 dues of your Company.

I really don't want to bring this matter to your attention so often but we must arrange some way to take care of the situation.

In this regard I will personally appreciate whatever you can do.

Sincerely yours,

J. Robert Platten

Acting Treasurer

SCREENLAND GOSS

What Constitutes Art In Motion Pictures?

Is It Dramatization of Sordidness and Poverty Or the Picturization of Beauty and Imagery?

By REGINA CANNON

What constitutes art in motion pictures?

There are scores of persons who seem to think that if a picture is hopelessly dull, depressingly sordid, unbelievable in motive—it must be ART.

They remind us of the story of the lame old lady who was singing the praises of the new minister. "A wonderful preacher," said she. "Such a sermon!"

Von Stroheim

"What was it about?" inquired a listener.

"What was it about? How do I know?" said the old lady. "I would not presume to understand such a learned man."

There are pictures that deal with realism in its unpleasant aspect and still show evidences of artistry in production. No matter how depressing such a picture may be, we still may see that it is well done. We are not making a plea for beauty alone when we say that Von Sternberg's "The Salvation Hunters" is not art, either in conception or in direction.

A picture even more sordid than this one is Von Stroheim's "Greed," but "Greed" is artistically screened. It shows a master hand. That it failed as a box office success is due to the fact that it holds no spiritual quality.

D. W. Griffith's "Isn't Life Wonderful?" lacks everything that is popularly supposed to appeal to a movie audience. There are no gorgeous scenes, no sex problem. It is poverty—dire, stark, awful—but it is art. More! It is pathos, sentiment, truthfully presented, consistently acted, directed by an artist.

Von Sternberg

"Isn't Life Wonderful?" is not only artistic, but it is a financial success, which goes to prove that, after all, movie audiences are not indifferent to real art, as the self-constituted highbrows would have us believe when a picture fails because it is inartistic.

Art in production is not so abstruse a problem as to be unexplainable. First of all, a thing must be consistent to be artistic. After that it should have a spiritual appeal—not necessarily a happy ending.

Had the picture, "The Last Laugh," in which Emil Jannings appears, ended where the old man sinks dejectedly into his chair, would have been an even more artistic success—a truly wonderful characterization.

The reason why "The Salvation Hunters" is neither art nor a pleasant picture is because it is inconsistent, unreal and unnatural. It plants a girl of 15 years or so on a mud scow, assuring by its subtitle that that's all the life she has known, and then makes the girl act and talk like an experienced woman of the world longing for ease and comfort.

Emil Jannings

Again it assumes that this girl is so ignorant of the ways of the wicked city that she doesn't know where she is going when she is conducted into the lowest type of brothel.

The next moment her precocity is astounding. When the boy fails to find work, she decides that she will become a street walker. To the boy's protest she delivers herself of this amazing subtitle:—

"Who put you in charge of my morals? You fathi shouting foul!"

Fancy a child talking like that!

The keeper of the brothel, evidently a creature of the lowest possible conception, confides to one of his victims his plans in these stilted, impossible and unnatural words:—

"Hunger may whisper in their ears things I might find troublesome to say."

Having spoken thus academically, he struts to a point in the wall upon which hangs a pair of cow's horns and carefully places his head between them (symbolizing his satanic majesty) in a way which ought to send Griffith into hysterics. Later, this philanthropic dive keeper decides that he will "take her into the country and let the desires of romance get into her soul."

D. W. Griffith

An impossible character!

Again, there was The Man (Stuart Holmes), all dolled up like Park Avenue, carrying a bankroll as big as his arm, strolling nonchalantly in the dirty alleys near the docks in search of social companionship.

Art? No! Absurdity!

To go back to our first observation, a picture may be realistic, sordid and unpleasant to view, but if it is consistently acted and appropriately titled it still may be art; but just because it is all of these things it is stupid to conclude that it MUST be art.

To Charles Chaplin

A word of appreciation to Charlie Chaplin: It must be great to be rich, Charlie, and have your own projection room where you can kid your friends and get away with it. We only try to kid the boss and don't get away with it, but then we've never tried ART.

Charles Chaplin

We know how badly you must feel about having failed to get in your "Woman of Paris" what "Von" got in *his* "masterpiece" — whatever that was. However, if you'll send us a self-addressed, stamped envelope we'll tell you what we think he *ought* to get.

Now, Charlie, we feel that we'd like to help you encourage art and we know where there's a coupla more cow horns, and if you can get the actors to play opposite them, that'll take care of the cast except the string of fish. But the fish man on the corner is a good pal. He will let us take a close-up of some mackerel if we promise to return them in good condition.

We feel sure that with your indorsement "Doug" would invest in this. Don't wire, just write.

On the East Side

The National Theater, on 2d Avenue, the lower east side, has another success in a comedy-drama called "The Three Brides." Leon Blank is the star of the play, and Abe Sincoff and Bessie Weisman are other prominent Yiddish players of the large cast.

February 7th 1925.

The McKnight Radium Laboratories Corp.,
Room 111 - 1476 Broadway,
New York City.

Gentlemen:

On behalf of my client, D.W.Griffith, Inc., I hereby notify you that in accordance with clause 10th of the lease entered into by you with my client under date of November 25th 1924, the said D.W.Griffith, Inc. hereby elects to term the said lease null and void by reason of your default in payment of rental for the month of February, 1925.

You are hereby also notified to immediately remove from the premises occupied by you in accordance with the said lease which is now of no further effect. Upon your failure to do so, prompt legal action will be instituted to protect my client's interests.

Very truly yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM
PRINCIPAL OFFICE, 149 BROADWAY, NEW YORK N.Y.

513 Fifth Avenue corner 43rd Street

February 9, 1929.

Mr. Albert L. Grey, President,
G. & H. Pictures Corporation,
1476 Broadway, New York City.

Dear Mr. Grey:

We refer to the note of the G. & H. Pictures Corporation which we have been holding past due since January 2nd and which, less payments made thereon, now amounts to $51,101.59.

We have been very lenient in the matter but must now insist that you make a payment of $5,000 on account of said note by February 16th at the very latest, otherwise we shall be compelled to place the matter in the hands of our counsel.

Very truly yours,

M. Ray Coffman

M. Ray Coffman,
Assistant Secretary.

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ALBERT H. BENSHAW
JOHN G. PEMBLETON

BENSHAW & PEMBLETON
COUNSELLORS AT LAW
BUSH TERMINAL BUILDING
130 WEST 42d STREET
NEW YORK

TELEPHONE
BRYANT 9861
CABLE ADDRESS
"BENBAN"

February 9th 1926.

Guaranty Trust Company

New York City Attention Mr. Perrin.

Dear Mr. Perrin:

I am enclosing herewith copy of contract of assignment had between Central Union Trust Co., D.W.Griffith and D.W.Griffith, Inc. under date of the 22nd day of Oct.1923; also copy of contract of assignment under date of the 25th day of January, 1924 between D.W.Griffith, Inc., and P.A.Powers; copy of contract of assignment between D.W.Griffith, D.W.Griffith, Inc. and Empire Trust Co. under date of the 1st day of July,1924, relative to the picture "ISN'T LIFE WONDERFUL" which is described in said assignment under the working title of "WRONG RECEIPT". Also original contract had between D.W.Griffith, Inc. and E.W.Hammons under date of 2nd day of January 1925, together with copy of letter of modification thereof under date of January 9th 1925 covering the sale of the Griffith Studio property.

We have also given to Mr. P.A.Powers an assignment of "ISN'T LIFE WONDERFUL" subject to the assignment of Empire Trust Co. as additional collateral under the terms of our agreement with him. This is also subject to an assignment to J.C.Epping, and the assignment to the Central Union Trust Company. The J.C.Epping assignment will, of course, be subordinated to that of yours and the Central Union Trust Company's interest will be liquidated next week. Copy of this Powers' assignment is herewith enclosed.

I also enclose herewith original of agreement referred to in the last mentioned assignment, which contract is dated the 10th day of June 1924, had between Famous Players Co. and D.W.Griffith, Incorporated relative to the agreement between the Griffith Company and the Empire Trust Co. in re "Isn't Life Wonderful".

I also enclose herewith contract between D.W.Griffith and United Artists Corporation which basic contract has been taken over by D.W.Griffith, Inc. and is the original basic contract referred to in the supplementary contracts you have existing between United Artists Corporation, D.W.Griffith, Inc and David W. Griffith, individually.

This gives you complete chain of contracts in existence between Mr. Griffith, the Griffith Company and the various corporations relative to all the Griffith productions now being released by the United Artists Corp.

If there is any further information that you or Mr. Murray desire relative to this matter, do not hesitate to call upon me and I will be glad to give you the same.

Very truly yours,

AHTB/GDM

Encs.
7 contracts.

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COMMITTEE ON PUBLIC RELATIONS

REPRESENTING NATIONAL CITIZEN ORGANIZATIONS

COOPERATING WITH

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.

WILL H. HAYS, PRESIDENT

February 9, 1925.

EXECUTIVE COMMITTEE

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DAUGHTERS OF THE AMERICAN REVOLUTION

HOWARD S. BRAUCHER
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DAUGHTERS OF THE AMERICAN REVOLUTION

GEORGE E. DICKIE
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MISS MARILLA W. FREEMAN
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DR. JOHN R. MOTT
THE INTERNATIONAL COMMITTEE OF THE YOUNG MEN'S CHRISTIAN ASSNS.

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NAT'L BOARD OF THE YOUNG WOMEN'S CHRISTIAN ASSNS.

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AMERICAN LEGION

JASON S. JOY, EXECUTIVE SECRETARY
WARD P. WOOLDRIDGE,
ASSISTANT EXECUTIVE SECRETARY
469 FIFTH AVENUE,
NEW YORK CITY.
TEL. VAND. 2110

My dear Mr. Banzhaf:-

There is enclosed herewith the first issue of The National Indorsers of Photoplays' monthly publication, which is being sent to you at the suggestion of Mrs. David Ross, who represents the National Council of Women on our Committee.

Please communicate with Mrs. Ross or with me if you have suggestions concerning future issues or if you are interested in seeing the bulletin regularly.

With kindest regards, I am

Sincerely yours,

Jason S. Joy,
Executive Secretary

Mr. A.H.T.Banzhof,
130 West 42nd Street,
New York City.

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The National Association of Book Publishers

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Associated Advertising Clubs of the World

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The International Committee of the Y.M.C.A.

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American Legion

JASON S. JOY, Executive Secretary
WARD P. WOOLDRIDGE, Ass't Exec. Sec.
469 Fifth Ave., New York City

NATIONAL INDORSERS OF PHOTOPLAYS

Their Monthly Publication

VOLUME I | DECEMBER 1924 | NUMBER I

The Public and the Pictures

EDNA HATFIELD EDMONDSON, PH. D.

Between the extreme views of the motion picture industry crying loudly that it should be subject to no public regulation, on the one hand; and on the other hand a small group crying equally loudly for absolute regulation as expressed in legalized censorship, the great mass of us, the common folk, the hot pollol, as it were, have in the past been somewhat bewildered.

For the industry to insist, as it has insisted in the past, that it does not need the public to tell it how to run its business, is to imply that the public has no right to tell it how to run its business.

In an attempt to prove its point the industry has completely ignored the entertainment or amusement side, making the claim that its business is like all other businesses—that it has a commodity to sell over the counter just as a baker has bread, and that the only test of its right to sell that commodity should be the willingness of the public to buy. It would have us believe that its interest in the public as well as the public's interest in the industry, ended with the cashing in at the box office.

If by this analogy the industry has thought to establish the principle that it should be free from any regulation by the public, it has made the great mistake of using an analogy. For like most analogies this one can be carried far enough to defeat its own purpose. For setting aside that great group of businesses coming under entertainments or amusements, and those known as public utilities, there is no so called private business today not subject to some sort of public regulation. Come back to the specific business of the baker for example. The sale of every loaf of bread is hedged about by a complicated set of public regulations, partly federal, partly state and often local-prescribing in detail the contents of the loaf, the conditions under which it may be mixed, baked, displayed, sold, etc.

These regulations have been built up gradually and have been accepted so long that the baker is not conscious of their irksomeness.

(Continued on Page 4, Column 2).

Personal Sketches

Mrs. David Ross was one of the first women interested in the constructive side of motion picture work. She commenced to devote her time and energy to motion pictures about twelve years ago.

A wave of criticism had sprung up in regard to pictures of which a great deal was justified, but there were also a great many good pictures. Being a lover of the Drama and Motion Pictures in general, the thought came,

MRS. DAVID ROSS

why not do for the motion picture what the Drama League did for the legitimate stage: Get back of all pictures worthwhile and boost them in every possible way.

This was the beginning of the movement known everywhere as the "Indorsers of Photoplays."

When the war came this organized group was ready to assume the task of choosing pictures for our soldiers in camp and elsewhere. Many of the loyal members who stood by Mrs. Ross at this time are still in the work. It has required persistency and courage

(Continued on Page 4, Column 1).

American Movies Abroad

MARGUERITE ORNDORFF

American made movies are so greatly in the majority abroad, that the American traveler soon begins to look for the familiar faces on the billboards. In Paris, this summer, I saw "The Covered Wagon," "The Hunchback of Notre Dame," "Sporting Youth," and a Tom Mix film all showing at the same time along the Grand Boulevard. In Italy Jackie Coogan seemed to be the favorite, for I saw him advertised repeatedly in "Il Dolor di Bambino," which is the Italian disguise for "Trouble."

In The Hague, I saw Charlie Chaplin billed in something I couldn't pronounce, and feeling somewhat adventurous as well as curious, I went in with some friends. Our seats cost us the equivalent of eight cents, American, and we found ourselves in a tiny box of a balcony. The film was all of ten years old. It was cracked and scratched and streaked from hard use and long life, and so dark that it was almost impossible to distinguish players from background. And what it was all about we had no earthly notion. During the news reel which showed a number of familiar persons and places, we had had little difficulty in figuring out what the Dutch titles said, but our information didn't carry over to the comedy. Moreover, the film had been so badly cut up, due no doubt to wear, that the characters had a most disconcerting habit of appearing or disappearing, and scenes of changing, till we simply gave up looking at the picture and watched the audience. It was entranced, and shrieked with delight at every antic of the forlorn little clown.

The Chaplin film was followed by a Texas Guinan western of equally ancient vintage, but as the cigar smoke in the theater had by that time become too much, we arose, and to the intense interest of every one around us, filed out.

Our London experience was decidedly different. There we paid seven shillings (a dollar and seventy-five cents) for orchestra seats in a Picadilly theater, to see the very latest of the Paramount releases, "Wanderers of the Wasteland."

(Continued on Page 4, Column 1).

PUBLISHED BY
The National Indorsers of Photoplays
INDIANAPOLIS, INDIANA

Vol. 1. DECEMBER, 1924. No. 1.

Issued monthly and mailed free to groups interested in this constructive work.
MRS. HILDA L. WAITE ..... Editor
MRS. G. F. MCMILLIN ..... Business Manager
Headquarters, 19 The Block, Indianapolis, Ind.

Editorial

The first paper issued by the National Indorsers of Photoplays is sent out as a Christmas greeting to all lovers of the motion picture. While the "Indorsers of Photoplays" is not connected with any motion picture enterprise, its work is coordinate with that of the industry. The method is similar in character to that of the Drama League, namely to create a desire for good pictures. It was started in a small way in 1915 in Indianapolis gradually reaching out through the state of of Indiana and then into other states. It has not spread as rapidly as some of us fancied it would. It is a matter of education and educational work is always slow.

It has taken courage and persistency to start the movement along constructive lines and what the motion picture industry needs right now more than anything else is constructive criticism. Too many have been finding fault and too few have been praising what is good.

Too many people were making pictures and too many pictures were being made. Overproduction lowers quality and encourages criticism. Criticism was, however, indefinite and pictures were condemned in a general way. Criticism to be helpful must be definite.

A letter dealing with bad points in good pictures, which was sent by the Indiana Indorsers of Photoplays to the Producers, carried definite suggestions as to what offended lovers of good pictures. The response to to this was interesting. Brutality and intimate home relations when necessary to the story should be merely suggested and not entered into in detail. There are things too sacred to be shown on the screen which should be so delicately handled that while adults will grasp the situation, it will pass over the heads of children.

Pictures cannot be standardized for the mentality of the child. They should not be regarded as a children's entertainment. Well organized Parent-Teacher Associations over the country will, doubtless, devise ways and means by which children's pictures can be shown. They are not commercial and can only be handled by co-operating with the exhibitors and promoted by those interested in children.

In some places, the Public Library is used for this purpose. It is an ideal place for them to be shown because good books, good music and good pictures go together.

It is for America to set the standard of the motion picture. We should set the high level and keep the honor of producing the best in the world. As patriotic, loyal Americans, we must encourage the production of such type of pictures as we wish to represent our Country in foreign lands.

The industry is responding to the call from the public for better things. It does not need the advice of the Indorsers in regard to producing pictures nor as to what pictures are popular, or money makers. They know this by their receipts.

They do need the Indorsers, however, to get back of all the good, worthwhile pictures that they are giving the public, give them publicity in every way and try to get them before discriminating people who will appreciate them.

Well organized groups in every community should promote the good pictures and encourage the exhibitors in every way. By ignoring the bad and worthless ones by lack of patronage and comment, the effect is bound to be felt by the industry.

The object of this paper is to be a means of communication among the various groups working for the betterment of motion pictures throughout the country. Material for the paper will be gladly received and acknowledged through its columns. If the contents of this paper is of any help to you, the editor will greatly appreciate your word of encouragement.

It is all volunteer work and it is through the kindness of friends that we are able to send it to you.

The National Indorsers of Photoplays wishes you a Merry Christmas and a Happy New Year.

In this first number of National Indorsers of Photoplays, of which we are so proud, we wish to call your attention to the Heading of the paper. At the right sits Justice watching the film as it unwinds before her. This beautiful, artistic piece of work given to us by Mr. Ben Caldwell, Art Director of the Circle Theater Indianapolis, Ind., makes the paper most attractive. Through these columns we extend to him our heartiest appreciation of his gift.

Word has been received from Los Angeles, Cal. of the death of Gene Stratton Porter, Novelist and Scenario Writer, in an automobile accident. She was also a producer of pictures made from her own writings. "The Girl of the Limberlost" made an exceptionally beautiful picture. The Indorsers deeply regret the death of Mrs. Porter.

Photoplay Magazine gives a gold medal of honor annually for the best picture of the year.

By the votes of 2,500,000 people it was bestowed on "The Covered Wagon."

Previous winners of the medal were "Robinhood," "Tol'able David" and "Humoresque."

National Council of Women of the U. S. A.

The National Council of Women of the United States, Mrs. Philip North Moore, President, with its 19 million members, will entertain the International Council of Women, Marchioness of Aberdeen, President, representing 19 million women in Washington, D. C., May 4 to 14, 1925. A motion pictures luncheon will be held during the conference.

Program will be published in the next issue.

The Indiana Parent-Teacher Association adopted the following resolutions at its annual convention in October.

WHEREAS our organization has for the past years bent its energies to securing good motion pictures; therefore be it

RESOLVED that we endorse the work of the Indiana Indorsers of Photoplays in this regard; and be it further

RESOLVED that we urge the filming of good books and deplore the filming of objectionable ones; and be it further

RESOLVED that we support the producers in good pictures and make our protest to them against objectionable ones.

This resolution greatly encourages those working in constructivel ines in motion pictures . If such action could be taken in every state, it would be a great stimulant to other workers.

The Film Mutual Benefit Bureau, although only three years old, is dong unusual work in New York City. It has a large and influential membership and is supported by the membership dues.

Their descriptions of pictures are unusually good. Material came too late for this issue of the paper but we can go more into detail in another issue.

Miss Elizabeth Ferguson, 4 West 40th St., New York City, is the President.

You and I—the fathers and mothers and teachers and home-loving folks who make up America—must let the producers know just what sort of pictures we want.

Destructive criticism of the whole motion picture industry because of an occasional bad picture does not help to better pictures in general. But your desires can be indicated in one way that is absolutely unmistakable. Patronize the good pictures which already exist; make them so successful financially that there can be no other course for the producers than to turn out more and more pictures of the type you like." Be an Indorser and get them before the people.

If you will mail a request to the Motion Picture Department of The People's Home Journal, 80 Lafayette Street, New York, a reprint of all the reviews published to date will be sent to you free of charge.

Bad Points in Good Pictures

The National Indorsers of Photoplays recognizes the value of good pictures to the community, and it is its pleasure and purpose to advertise all such as are shown.

Statistics show that we have been unable to indorse or recommend otherwise very splendid pictures because of some objectional feature. Often a scene is of no importance to the story and could be eliminated without affecting the theme.

The friends of censorship see nothing of the picture but this insignificant scene. It makes it difficult for us to point out the good in them when they can see only that small part which offends the good taste of us all.

We have always held optimistic views towards pictures. However, it is not a new art any more, so why can it not be put on such a plane as to need no apology?

To be explicit, we suggest some definite things which we think spoil otherwise good films. In "Woman to Woman" the scene in which Betty Compson's back is powdered is objectionable and entirely inconsistent with the woman's character.

In "Don't Call It Love" the lattice dress worn by Nita Naldi is extremely offensive.

In "Lillies of the Field" the scene of the silhouetted figure before the grate fire could well be eliminated.

In "Woman of Paris" the unwinding of the woman's costume at the party, not only supplies unnecessarily long suspense for the audience, but it offends when showing the reaction of that same suspense upon the party guests.

The immodest dress of Gloria Swanson in "Society Scandal" was inartistic.

In the "Temple of Venus" the Pepperbox Party and the Beach Party would be improved if both scenes were shortened.

In the harem scene in the "Son of Sahara" the woman lying on the couch needs clothing to make the entire picture presentable.

In the "Song of Love" Norma Talmadge is so conscious herself of her lack of attire that one is forcibly attracted to this offense.

These are only a few on our list of small things, which prevent our hearty indorsement of otherwise good pictures.

May we not hope that each link in the chain of the industry will be more alert to prevent in the making of these offenses and that all pictures will be acceptable to the good taste of the entire public?

The Atlanta Slogan—Atlanta, Georgia, is: "Co-operate and Educate." Mrs. Alonza Richardson, prominent club woman, whose untiring efforts in behalf of motion pictures, has accomplished a great deal in a constructive way with the Industry is President.

The Public for good pictures. Definite criticism, generous commendation and patronage.

Thomas H. Ince

In the death of Thomas H. Ince the Motion Picture Industry lost an outstanding figure.

Even in the building of his studio as a beautiful colonial home, and inside the air of homelike refinement, most unexpected and unusual and, one would think, almost impossible with the rush and crowding incident to a picture studio—he showed himself unique.

He was a man with a vision. And he consistently carried this vision into all branches of his work, endeavoring to give to the public splendid, worthwhile pictures.

To carry his name was almost to ensure the quality of the production.

The Indiana Indorsers of Photoplays have closely watched the work of Mr. Ince, the writer having met him personally, and they wish to pay this tribute to his memory.

Clubwomen Adopt Slogan

"Make the best pay best," was the slogan adopted by the motion picture committee of the California Federation of Women's Clubs at a recent meeting in Los Angeles. A definite plan of constructive work to aid the box-office receipts of a picture approved by the Federation was outlined.

Instead of censoring, or spreading adverse criticism of a picture not approved, the Federation agreed to ignore it, and to slowly and surely voice their approval of good pictures, at the box office. Blocks of seats are taken by individual clubs, advertising matter is mailed under their signature to the thirty-six thousand club-women of Los Angeles, and surrounding towns, and in every way they are endeavoring to "make the best pictures pay the best."

Motion Picture Luncheon

During the meeting of the Indiana State Federation of Women's Clubs, the Indorsers of Photoplays, an affiliated organization, gave a motion picture luncheon at the Severin Hotel.

The guests of honor were Mr. Will Hays, president of the Motion Picture Producers and Distributors of America, Mr. Meredith Nicholson, author and scenario writer, and Mr. Chic Jackson, cartoonist.

The address by Mr. Hays and the interesting talks by the others, were greatly enjoyed by the hundreds of women attending the convention.

The general trend of the meeting seemed to be toward constructive criticism and the many letters received from the delegates asking for plans of the work, showed the efforts of the Indorsers to be gratifying. Many requests came from those who were not able to be present for copies of Mr. Hays' address. Those who wish copies can secure them by writing to the National Indorsers of Photoplays, 35 The Rink, Indianapolis, Indiana.

Silence Signifies Wisconsin Women's Disapproval of Films

Kill undesirable pictures with silence. That is the new policy of Wisconsin club-women, according to information received at the headquarters of the Motion Picture Theater Owners of Wisconsin.

According to Fred Seegert, president of that exhibitor organization, thousands of members of the Federated Women's Clubs of the state are making a practice of calling up their friends and recommending good pictures to them and their families, but instead of attacking unfavorable pictures as they have in the past, these women have decided to ignore them entirely. They feel, it is said, that lack of an endorsement from them will lead to a falling off at the box office which will ultimately guide exhibitors in selection of pictures.

"The women by these new tactics are doing just exactly what we have sought for years to have them do," declared Mr. Seegert. "We are ready to co-operate with them to the fullest extent and feel that what they are doing is a big step toward making producers give us the proper sort of pictures."

Word comes to us through the Indiana P. T. A. Bulletin of the appointment of Mrs. Morey V. Kerns of Philadelphia, Pa. as the new motion picture chairman of the National P. T. A.

Mrs. Charles Fletcher, Rhode Island, heads a group of women who work so well with their producers, that when they do not wish certain films shown, they are not shown.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

PERSONAL SKETCHES

(Continued From First Page).

and only three times during the eleven years that she has been president has she been absent from a meeting.

This is volunteer work by those who believe in the possibilities of the motion pictures, those who know that the industry is responding to the demand by the public for bigger and better things.

Aside from the motion picture Mrs. Ross is interested in many things. She is the wife of a well known surgeon and their hospitable home has many guests. They have one child who is in his first year at College.

During the war Mrs. Ross had the honor to represent the state in the "United War Work Campaign." She is the first Vice-President of the 7th district of Federated Clubs and a member of the Woman's Dept. Club and the Woman's Research Club. She is also a member of the Chamber of Commerce and first Vice-President of the "Council of Social Agencies." Has served three years on the Board of the State Parent-Teacher Association and is a member of the Marion County Board of Charities.

Dr. and Mrs. Ross are members of the First Presbyterian Church and Mrs. Ross was for twelve years Supt. of Primary Dept. in the Sunday School.

Her most prized possession is a Pioneer pin which she is priviledged to wear as her ancesters came to Indianapolis, Indiana, in 1820 and had a large part in making State history.

She was the first motion picture chairman of the State Federation of Clubs and served five years. A year ago she was appointed to serve as motion picture chairman in the National Council of Women.

Word came recently that she had been elected to serve on the Committee on Public Relations, representing the motion picture in the National Council of Women.

AMERICAN MOVIES ABROAD

(Continued From First Page).

The preponderance of American pictures abroad is due, of course, to the well organized systems of distribution and exploitation maintained by the larger producing companies, and the superior quality of their product. European producers have not, so far, been able to compete with American capital and methods, and until they are, it is safe to assume that American pictures will continue to hold the foreign field. And in spite of instances like the one at The Hague, where old films are shown, it is reasonable to suppose that the pictures shown abroad will be of fairly recent date.

The producers of "The Covered Wagon" have issued some interesting statistics. It has been shown in 3,500 Theaters and up to date it has been seen by more than 6,000,000, in United States and Canada. It played 59 weeks in New York, 34 weeks in Hollywood, 29 weeks in Boston, and 23 weeks in Chicago.

THE PUBLIC AND THE PICTURES

(Continued From First Page).

On the other hand, when a small extreme censorship group undertakes to assume full responsibility both for the industry and the general public, it is equally at fault and lays itself open to the charge that it is working not so much in the interest of general welfare as in the suppression of the motion picture industry itself.

The chief difficulty with this group lies in two directions. First it refuses to open its eyes to the daylight of the facts in the case regarding the industry itself; and second it refuses to believe that the principles involved in the motion picture industry follow atoms those governing other lines of human conduct.

It is blind to the extensive processes,

DR. EDNA HATFIELD EDMONDSON

necessary to the making of a picture, the writing of the scenario, the gathering of the actors, the assembling of the properties etc., involved. It refuses to comprehend the complicated machinery of the twofold process of getting the picture before the eyes of the public—the maintenance of an organization for selling the pictures and of a series of plants, the picture houses, for showing them; and the securing of an audience to see them, by all the known methods of the advertising game.

How much direct responsibility for this elaborate system could be borne by a limited group of the public as a philanthrophy? Practically none.

Under our system of organized society we must depend upon commercial organizations for producing, marketing, and exhibiting motion pictures. This means that we are faced with the very practical problem of commercial success as measured by box office receipts.

But to insist that this is the only criterion by which motion pictures are to be judged is beside the point.

The second difficulty with the extreme censorship group lies in its apparent belief that this new industry which has grown up, merely because it is new in form, must be governed by an entirely new set of principles.

It has fondly believed that somehow the principles of legalized censorship, when applied to the motion picture will not work as censorship has proved itself in other matters. It lacks faith somehow that the ordinary laws on obscenity, indecency, contributory delinquency, etc., will hold in the case of the motion picture.

Between the extreme views of the industry and of the censorship group it is not surprising that the public has in the past been beguiled into the belief that it is censorship or nothing.

The censorship group would consider nothing else, and the industry has been so strenuously on the defensive that it has watched with jealous eyes all proposals for regulations of any type.

But in the heated controversy, as in every such, it is becoming clearer and clearer that the truth lies somewhere in between—that both are right and both are wrong—that there is a middle ground. And it is also becoming clearer and clearer that there is a third party to the controversy; a party which too, has rights—the picture loving public.

Now the great mass of folks belong neither to the industry nor to the censorship group, but to the third party. They like pictures and they go to see them. For the most part they know what they want. They have always existed and in their way have tried to speak above the din, but they have not always been heard as far as they deserve.

The future of the motion picture is in their hands. And it is not too much to predict that in the future this third party will not allow itself to be confused by the extremes of either the industry or the censorship group, but will work under principles that may be applied in the middle ground.

(In the next issue Dr. Edmondson will discuss the third party.)

Some Pictures Worth Remembering

Grandma's Boy
The Spanish Dancer (Pola Negri)
The Hunchback of Notre Dame
Where the North Begins.
If Winter Comes
Scaramouche
The Shepherd King
Columbus (Vale)
Vincennes (Vale).
The Ten Commandments
Abraham Lincoln
The Humming Bird
The Covered Wagon
Sundown
Revelation
Monsieur Beaucaire
The White Sister
America
Beau Brummel
The Bright Shawl
Barbara Frietchie

MEMBER FEDERAL RESERVE SYSTEM

GEORGE M. REDFIELD, PRESIDENT
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LEO FRANKEL F. TRUMBOR
J. S. THATCHER S. BRAMIER
F. J. FULLER D. LAMPITOR
ROGER WHITTLESEY
M. FERGUSON, VICE PRESIDENT & SEC'Y
H. M. MYRICK, TREASURER

TELEG. ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY OF NEW YORK

ESTABLISHED 1887

60 BROADWAY

NEW YORK

February 19, 1935.

J. G. Epping, Esq., Treasurer,
D. W. Griffith Inc.,
1478 Broadway,
New York City.

Dear Sir:

This is to advise that we have received from the United Artists Corporation their checks for $10,000, which amount we have applied on account of your loan with this Company.

Very truly yours,

C. E. Sigler,
Assistant Secretary.

WHS:MC
Banking

New York City,
February 10, 1926.

James Ashcraft,
c/o D. W. Griffith, Inc.,
New York City.

Dear Mr. Ashcraft:-

We are enclosing herewith, our note in the amount of $400 personally endorsed by Mr. D. W. Griffith. This is in renewal of our note in like amount which matures on February 11th.

We regret very much the circumstances which force us to renew this note. The negotiations which we have been arranging have not as yet been completed, but we feel sure that this will be the last extension we will ask on this note.

We thank you for the courtesy of your patience in this matter.

Very truly yours,

TREAS.

D. W. GRIFFITH, INC.

RAK:IS
ENC.

124 West 32nd St
New York City
Oct 11th 1920

My dear Mr Siffert

There is a subject matter I would like to speak to you about personally and I would be extremely grateful if you could make an appointment for me which would be convenient for you. I am an Irish priest and would greatly appreciate an interview if at all possible

Yours sincerely

Joseph J. Staley.

Room 1107,
1476 Broadway,
New York City, N. Y.,
February 11, 1926.

Dear Brother Paul:

I received your letter of December 30th. I am glad to hear that you have secured a position for Heinz, and from your description of same I take it that he will enter into a house where he will learn his business very thoroughly and where his chances of advancement will be very great. Of course, you know as well as I that it all depends upon him. You can get him a position but it is he who must mould his own future. No amount of money or influence can do that. Of course, Heinzie is a very good boy and a very intelligent boy, and I think a very ambitious boy and personally I believe that he will carve for himself a very good future.

You state in your letter that you do not think that he is practical. This is not a serious thing. A boy may be impractical at his age and become very practical when he is thrown into business life and when his mind is shaped and moulded by the experiences with which his business career will bring him in contact. It is not always what you are by nature and clime that counts, it is what necessity compels you to be that moulds your character in later life to a large extent, and if Heinz has the WILL to become successful in business and cherishes the ambition to rise in his chosen line, there is no doubt in my mind but that he will get along well.

The most trying period is the time that he has to spend at office work, and you must advise him to be particularly strong minded during this period, because it is most trying for a boy to be suddenly locked up in an office. There is yet clear in my mind the recollection of my first experience in an office, at first, for all the world, like a prison, but determination and the will to succeed will overcome this handicap.

If you will let me know Heinzie's address in Hamburg, I will send him there direct twenty dollars a monat. This will help to buy him certain little extras which a boy needs and to which he is entitled, and will help to make life easier for him. You can tell Heinz for me that I wish him every success in his business career, and that I feel quite certain that if he unflaggingly applies himself to his duties, cherishes high ambitions and ideals and develops a strong mind, his future will be very bright indeed.

Please send my best regards to Gertrud and Heinz for their New Year [illegible]. Florence is going to Europe the middle of May and will be there until

late in the fall, so you will probably have a good opportunity to visit her. I would like to be going with Florence but business conditions are such that they make it imperative that I stay in America, but I will be in Europe with all my bags and baggage in 1926 and then I am going to stay there a long time.

I wish you every good luck and success in your business, and remain with best regards

Your brother,

P. S. I had to write this letter in English and I hope you will be able to translate it. It would take me two and a half years to write it in German, and I have not that much time.

GREENE AND HURD
COUNSELLORS AT LAW
44 EXCHANGE PLACE
NEW YORK

RICHARD I. GREENE
GEORGE F. HURD
FRANCIS M. STEPHENS
JOHN L. FRENZ
DANIEL W. BURNEY
CHARLES O. GEORGE
FRANKLIN M. HEWITT

February 11, 1925.

Albert H.T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

My dear Mr. Banshaf:

Re: Van Beuren - Griffith.

I have talked with Mr. Bertram regarding the subject of our talk yesterday. He says that if you will write me promising a payment by your client of at least one-fourth of the face of the note on or before February 21, with the understanding that if such payment is made you will make satisfactory arrangements for the liquidation of the balance of the note, I shall refrain from instituting suit until February 21. I have no doubt you will meet this requirement but in the event I do not have word from you by return mail I shall be obliged to institute suit forthwith.

Yours very truly,

Emerson F. Davis

EMERSON F. DAVIS.

EFD:MJR

Feb 13, 1920

VICTORIA PALACE HOTEL
9, RUE BLAISE DESGOFFE
RUE DE RENNES
TÉLÉPHONE : DÉNFER [illegible]
FLEURUS [illegible]
ADR. TÉLÉGR. : VICTORPAL-PARIS

Dear Mr. Griffith,

I have made two films during the last year here in Paris. In the first I played the lead with Jacque Catelain (French) and in the second with Ivan Mosjoukine (Russian). We (Mother and I) are returning to America next week and I am very anxious to get into the American films.

I will be 16 years old the 1st of March, am 5 ft 2½ ins high, weigh 108 pounds, and am blonde with dark blue eyes.

We arrive in New York the 25th of this month and will stop either at the Algonquin Hotel or the Pennsylvania for a week before going to our home in Pittsburgh.

Very sincerely,

Miss Lois Moran.

My Pittsburgh address is:
c/o Dowling
4154 Bigelow Blvd.
Pittsburgh, Pa.

Twopence

Price ~~Three Pence~~

(Copy)

Notice of Writ for Service out of the Jurisdiction.

A. 9.

In the High Court of Justice,

KING'S BENCH DIVISION. 1924 W , No. 477

BETWEEN

WESTMINSTER ADVERTISING SERVICE LIMITED *Plaintiffs*

and

D.W. GRIFFITHS INCORPORATED (A foreign Corporation) *Defendant.s*

To D.W.Griffiths Incorporated (a foreign Corporation)

of 1107 Longacre Buildings, 1746 Broadway, New York in the Republic of the United States of America.

TAKE NOTICE that the Westminster Advertising Service Limited

~~of~~ whose registered office is at 26 Bedford Street, Strand, in the County of London have

~~has~~ commenced an action against you

in the King's Bench Division of His Majesty's High Court of Justice in England, by writ of that Court dated the 13th day of February A.D. 192 5

* Copy in full the indorsements.

which writ is indorsed as follows*

The Plaintiffs' claim is £1058.18.6d fees for advertising, work done and monies expended for and on behalf of the Defendants at their request, full particulars whereof have been delivered and exceed 5 fos. in length.

Particulars

To Display	22nd Sept. 1924	£65. 14. 3
Smalls	W/E 27th Sept. 1924	94. 12. 5
Displays	W/E 27th Sept. 1924	253. 19. 7
Smalls	W/E 6th Oct. 1924	91. 17. 9
Display	W/E 6th Oct. 1924	204. 9. 8
Blocks		4. 17. 2
Theatre Ticket Guide		1. 10. 0
Smalls	W/E 11th Oct. 1924	58. 18. 1
Display	W/E 13th Oct. 1924	143. 9. 0
Blocks		3. 15. 1
Smalls	W/E 18th Oct. 1924	49. 8. 1
Display	W/E 18th Oct. 1924	23. 8. 9

4203 Wt P1170/306 1,0 0 9/22 188 F & S

Theatre Ticket Guide	£	10.	0
Blocks	2.	14.	2
Sunlis w/E 20th Oct. 1954	42.	4.	1
Sunday Papers 26th Oct. 1954	3.	0.	8
Theatre Ticket Guide		10.	0
To Entry on Official Theatre Guide			
Weeks ending Oct. 11th.	2.	2.	0
" 18th	2.	2.	0
" 25th	2.	2.	0
	£1056.	18.	4

(Signed) Seyfus & Seyfus

And £10.9.6d. (or such sum as may be allowed on taxation) for costs. If the amount claimed is paid to the Plaintiffs or their Solicitors or agents within 50 days from the service of notice hereof, further proceedings will be stayed.

and you are required within 50 days after the receipt of this notice inclusive of the day of such receipt to defend the said action by causing an appearance to be

entered for you in the said Court to the said action and in default of your so doing the said Plaintiffs

may proceed therein and judgment may be given in your absence.

You may appear to the said writ by entering an appearance personally or by your Solicitor at the Central Office, Royal Courts of Justice, London.

(Signed)

Keplus & Keplus,
88 Sackville St., Piccadilly, W.1

of

Solrs. for the Plaintiffs.

This notice was served by me

of

at

on the defendant

on the day of 192

Indorsed the day of 192

* Signature and address of server.

*

N.B.—This notice is to be used where the person to be served is not a British subject and is not in British dominions.

In the High Court of Justice.

KING'S BENCH DIVISION.

Dated the 14th day of February 1919.

WESTMINSTER ADVERTISING SERVICE LIMITED

v.

D. W. GRIFFITH INCORPORATED

Served May 7-28
WTB

NOTICE OF WRIT.

Beyfus & Beyfus,
32 Sackville St., Piccadilly, W.1
Plaintiffs' Solicitors

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

One Penny

Price. ~~Two Pence~~

(Copy) Albert J. Gray, 1874 Sidney.

Specially Indorsed Writ for Service out of the Jurisdiction.

Issued pursuant to Order of The Hon. Mr. Justice Finlay dated 18th. February 1925.

A. 6.

117

In the High Court of Justice.

KING'S BENCH DIVISION. 1925. W. No. 577.

BETWEEN

WESTMINSTER ADVERTISING SERVICE LIMITED *Plaintiffs*

and

D.W. GRIFFITHS INCORPORATED (A Foreign Corporation) *Defendants*

E.S.

GEORGE THE FIFTH, by the Grace of God, of the United Kingdom of Great Britain and Ireland, and of the British Dominions beyond the Seas, King, Defender of the Faith.

TO D.W.Griffiths Incorporated (a foreign Corporation)

of 1107, Longacre Buildings, 1746 Broadway, New York in the Republic of the United States of America.

We command you that within* 50 days after service† of Notice of of this writ on you, inclusive of the day of such service you do cause an appearance to be entered for you in an action at the suit of The Westminster Advertising Service Ltd.

* Insert No. of days directed by Court or Judge.

† If notice of the writ is to be served insert here "of notice."

And take notice that in default of your so doing the plaintiff may proceed therein and Judgment may be given in your absence.

GEORGE VISCOUNT CAVE

WITNESS, ~~RICHARD BURDON, VISCOUNT HALDANE OF CLOAN, GEORGE, VISCOUNT CAVE~~, Lord High Chancellor of Great Britain, the 13th day of February in the year of our Lord One thousand nine hundred and twenty - five.

N.B.—This writ is to be served within twelve calendar months from the date thereof, or, if renewed, within six calendar months from the date of the last renewal, including the day of such date, and not afterwards.

The defendants may appear hereto by entering appearance either personally or by Solicitor at the Central Office, Royal Courts of Justice, London.

If the defendants fails to deliver a defence within ten days after the last day of the time limited for his appearance, they may have judgment entered against ~~him~~ them without notice, unless ~~he has~~ they have in the meantime been served with a summons for judgment, or for directions.

5168A Wt P105A/332 1,000 5/23 188 F & S

STATEMENT OF CLAIM

The plaintiff's claim is £1058.18.64, fees for advertising, work done and monies expended for and on behalf of the Defendants at their request, full particulars whereof have been delivered and exceed 3 fos. in length.

Particulars

To Display 22nd Sept. 1924	£ 68.	14.	5
Smalls W/E 27th Sept. 1924	94.	15.	5
Display W/E 27th Sept. 1924.	253.	19.	7
Smalls. W/E 6th Oct. 1924	91.	17.	9
Display. W/E 6th Oct. 1924	204.	9.	6
Blocks	4.	17.	2
Theatre Ticket Guide	1.	10.	0
Smalls W/E 11th Oct. 1924	56.	18.	1
Display W/E 13th Oct. 1924	145.	9.	0
Blocks	3.	15.	1
Smalls W/E 18th Oct. 1924	49.	8.	1
Display. W/E 18th Oct. 1924	23.	6.	9
Theatre Ticket Guide		15.	0
Blocks	2.	14.	2
Smalls W/E 25th Oct. 1924	49.	8.	1
Sunday Papers 26th Oct. 1924	3.	0.	5
Theatre Ticket Guide		15.	0
To Entry on Official Theatre Guide			
Weeks ending Oct. 11th	2.	2.	0
" 18th	2.	2.	0
" 25th	2.	2.	0
	£ 1058.	18.	6

(Signed) Beyfus & Beyfus

And £ £10 - 9. 0 [or such sum as may be allowed on taxation] for costs. If the amount claimed is paid to the plaintiff's or his solicitor's or agent's within* 50 days from the service† of notice hereof, further proceedings will be stayed.

* Insert No. of days limited for appearance.

† If notice to be served, insert here "of notice."

This writ was issued by Beyfus & Beyfus

of 32, Sackville Street, Piccadilly, W.1.

whose address for service is 32, Sackville Street, Piccadilly, W.1.

~~agent for~~ aforesaid

solicitors for the said plaintiffs ~~who reside at~~ whose registered office is at 26 Bedford Street, Strand, W.C. in the County of London.

This writ [or notice of this writ] was served by me at

on the defendant

on the day of 192 .

Indorsed the day of 192 .

(Signed) .....

(Address) .....

N.B.—This writ is to be used where the defendant, or all the defendants, or one or more defendant or defendants is or are out of the jurisdiction. When the defendant to be served is not a British Subject, and is not in British dominions, notice of the writ and not the writ itself is to be served upon him.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Res - Daniel W. Shipperlee

Sec - Geo. T. Bangley
130 Great 42 St
Lawyers

Treas. - J. C. Epping
1476 Broadway

11

May 1918

J. C. Epping
Called Manager
& he advised that
action was settled.

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

149

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF THE SECRETARY

February 15
1 9 2 5

My dear Mr. Banzhaf:

The committee on motion pictures for the collection of funds for the inauguration of President Coolidge, Mr. Harry M. Crandall, Chairman, has withdrawn its request for a contribution.

I am,

Sincerely yours,

Courtland Smith

A. H. T. Banzhaf, Esq.,
D. W. Griffith, Inc.,
130 West 42nd Street,
New York City.

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures
Sixth and Pierce Avenues
Long Island City, N.Y.
ARTHUR HUNG
CHICK CHANDLER PRODUCER

Office of EDWIN KING
GENERAL MANAGER EASTERN STUDIOS

February 18, 1925.

Mr. Albert Gray,
1476 Broadway,
New York, N. Y.

My dear Mr. Gray:

Attached is a list of props that we might be interested in. However, we are really only interested in the props marked "A".

However, in putting prices on for us, please include everything, but if you cannot, price the divisions as we have indicated. After you have gone over this list, I will be very glad to discuss it further with you, at which time we will take up electrical equipment.

Sorry for the apparent delay in discussing this matter with you.

Very truly yours,

Edwin C. King.
per Sec.

General Manager.
Eastern Studio.

ECK:TH.

S.G.P.I

LES ARTISTES ASSOCIES Ste Anon. Paris

REPORT - for the week ending Feb. 14, 1929.

EXCHANGES	Money of Country	Operating Expenses	Contracts Taken	Contracts Played	Contracts Paid
Home Office	Fr. Frc.	17,814.76			
Paris	"	3,523.20	77,402.30	57,252.30	22,151.95
Lyons	"	487.40	7,837.20	9,287.20	6,390.
Marseilles	"	1,412.50	12,334.30	9,054.30	15,616.
Barcelona	Ptas.	2,254.60	5,059.	6,059.	3,360.
Brussels	B. Frc.	1,934.53	4,500.	6,625.	10,850.
Copenhagen	D. Kr.	18.10	3,032.16	3,032.16	3,019.03
Geneva	Sw. Frc.	20.45	3,285.25	3,285.25	2,275.
Helsingfors	F. Mk.	4,188.40	8,163.12	8,163.12	8,163.12
Oslo	N. Kr.	24.05	897.62	897.62	
Prague	Cz. Cr.	3,996.15	33,097.37	31,117.37	41,647.97
Rome	It. Lire	717.	17.250.	10,975.	10,975.
Stockholm	Sw. Kr.	175.50	4,259.17	6,004.17	

New York City,
February 14, 1925.

Neil Hamilton,
Feldman Court,
Pelham,
New York.

Dear Mr. Hamilton:

Enclosed herewith, we are handing you payroll check in full for week ending February 14th, 1925.

You will also find enclosed, check in the amount of $300 together with a statement which is self-explanatory.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.2

#21

332 West 72d Street,
New York City,
February 16, 1928.

Mr. D.W. Griffith,
% Paramount Pictures Corp.,
485 Fifth Avenue,
New York City.

My dear Mr. Griffith:

Although I realize your time is pressingly occupied, I am still hoping you may find time to read my new novel, "One Hour--and Forever", which was published this last Saturday, and a copy of which went to you a few weeks ago.

Would it be possible for you to give me a few lines expressing a quotable opinion on it? Need I tell you how appreciative I should be?

Thanking you in any case, and with most cordial personal regards,

Sincerely,

T. Everett Harré

New York Office,
1476 Broadway,
New York, N. Y.,
February 14, 1926.

Rev. J. J. Fahy,
124 East 82nd Street,
New York, N. Y.

Dear Father:

Replying to your letter of Feb. 11th, addressed to Mr. Griffith, we regret to advise that at the present time it is most difficult to secure an appointment with Mr. Griffith inasmuch as he is just about starting on a new production which absorbs all of his time. However, if you would care to call in at the office and see the writer and explain your mission perhaps there is someone else in the organization who might be of assistance to you.

Very truly yours,

D. W. Griffith, Inc.

CC

KOHLMAN & AUSTRIAN
[illegible] Broad Street
New York

171

February 16th
1925

Albert H. T. Banshaf, Esq.
130 W. 42d Street
New York City

Dear Mr. Banshaf: RE: NOVELLO vs. GRIFFITH

Pursuant to our understanding there will be due on February 23d, 1925, note #2 in the amount of $2250.00 with interest thereon @ 6%, which amounts to $41.25. If your client will pay the amount of this note to us together with interest thereon, making an aggregate of $2291.25, on or before Friday, February 20th, we will not put the note through our bank for collection. We should like your client at the same time to pay us the sum of $30.00, which is the interest on note #1. This interest has not been paid although we have your assurance in your letter of January 20th, 1925, that it would be paid promptly.

You will understand that our failure to have these notes duly presented for payment waives the right of the holder against Mr. Griffith as endorser, and we do not feel justified in thus jeopardizing the rights of our client. Accordingly, if the payment for the principal and interest of the second note amounting to $2291.25, is not in our hands on or before Friday, February 20th, we shall have to hand the note to the Equitable Trust Company for collection.

Yours faithfully,

Kohlman & Austrian

6-AWB

February 16th 1925.

The following life Insurance policies of D. W. Griffith have this day been delivered to Mr. A. H. F. Banshaf of 55 Woodbine Ave., Larchmont, N.Y., by Miss M. E. Campbell:

Name	Pol. No.	Amount	
Equitable Life Ins. Co.	2655630	$50,000.	— M. P. C. Co
Conn. Gen. Life Ins. Co.	164491	25,000.	
Conn. Gen. Life Ins. Co.,	165054	25,000.	
New York Life Ins. Co.,	7543384	25,000.	
John Hancock Life Ins Co.	742796	25,000.	
John Hancock Life Ins. Co.	742797	25,000.	
Mutual Life Ins. Co.,	2783030	100,000.	— Effing
Berkshire Life Ins. Co.,	118411	25,000.	
Berkshire Life Ins. Co.,	118412	25,000.	
Union Central Life Ins. "	663424	25,000.	
Total amount - - - - - - - - -		350,000.	
Travelers Ins Co.		150,000	M. P. C. Co

Received the above policies

February 16, 1926

Mr. Lawrence V. Davis
Greene and Hurd
43 Exchange Place
New York City

Dear Mr. Davis:

Re: Van Beuren - Griffith without prejudice.

In reply to your favor of the eleventh instant in re the above entitled matter, permit me to advise that the Griffith Company will make a payment of one-fourth of the face amount of the note held by your client, on or before the twenty-first instant, and will make arrangements with you at the time to suggest payment for the liquidation of the balance thereof.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

RR:EC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Kansas City, Mo., Feb. 17,'25.

D. W. Griffith Studios,

Mamaroneck, N. Y.

Dear Sirs:-

On Dec. 30th., 1924, I sent you Mss. of my photoplay "Empress Josephine". After waiting a month, and receiving no acknowledgement, I wrote you again, asking what disposition you had made of my manuscript. Receiving no reply to this, I wired you, asking you to answer at my expense. You ignored this, as all other communications. It seems, common courtesy would cause you to answer my letters and telegram. This play represents much labor on my part, and the manuscript sent you, is a type written copy of the original as copyrighted.

Now, Mr. Griffith, I do not for one moment, think you have personally treated me so disrespectfully, but I do believe, it is the actions of someone in your employ, for what reasons it is not hard to guess. If this person thinks he, or she can get away with my play, they are wrong, as I will defend my rights, if necessary.

I do not want to take this matter up with an attorney, but will be compelled to do so, unless my manuscript is returned. Under the circumstances, I do not care to sell or give it to you, and hereby demand it's return.

This is the last notice I will give you before proceeding by process of law, to recover the manuscript.

Respectfully,

Horatio Stover
5322 Virginia Ave

By M.M.

Returned 7/20/25

MEMBER FEDERAL RESERVE SYSTEM

GEORGE M. DAVISON, PRESIDENT
VICE PRESIDENTS
THEO. H. SCHIFF E. LEGGETT
J. V. W. VANDER WALL G. S. BARNES
J. V. B. VANDER POEL T. B. WRIGHT
F. J. FULLER A. A. BURTON
ROGER SHUTTLEWORTH
M. FERGUSON, VICE PRES. & TRST.
H. M. MYRICK, TREASURER

CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY OF NEW YORK

ESTABLISHED 1887

80 BROADWAY

NEW YORK

February 17, 1925.

J. O. Epping, Esq., Treasurer,
C. H. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sir:

This is to advise that on February 16, we received from the United Artists Corporation, their checks to our order aggregating $10,000, which amount we have applied on account of your indebtedness to this Company.

Very truly yours,

C. E. Sigler,
Assistant Secretary.

WHS:MC
Banking

MEMBER FEDERAL RESERVE SYSTEM

GEORGE M. REYNOLDS, PRESIDENT
VICE PRESIDENTS
THEO. H. SMITH F. L. BERRY
J. V. B. THAYER T. B. WHITE
J. T. FULLER R. A. HUNTER
BENJ. WHITTLESEY
M. FERGUSON, VICE PREST. & SECY.
G. M. HERRING, TREASURER

CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY OF NEW YORK

80 BROADWAY

NEW YORK

February 17, 1925.

D.W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sirs:

In accordance with your request, you are informed that your company is still indebted to us in the sum of $2500. as of this date, under the terms and conditions of a certain agreement between this company, you and David W. Griffith, individually, dated October 22, 1923, and the agreements supplemental thereto. We also hold as collateral security to a loan to Mr. Patrick A. Powers, the agreement between your Company, Patrick A. Powers and David W. Griffith, dated January 25, 1924. Mr. Powers will inform you of the amount remaining due him thereunder.

We have no objection to your company borrowing from the Guaranty Trust Company, or other institution, the sum of $150,000., provided that any such loan shall be subject and subordinate to the terms and conditions of our agreements with you, and also the agreement of Patrick A. Powers with you, hereinbefore referred to.

Very truly yours,

Vice-President.

STATE OF NEW YORK

STATE TAX COMMISSION

IN REPLY REFER TO
INCOME TAX BUREAU
DIVISION

INCOME TAX BUREAU

TAX DEPARTMENT
ALBANY

Albert H Banshaf
Bush Terminal Bldg.
130 W 42 St
New York City

FEB 17 1925

Dear Sir:-

Receipt of your letter dated Dec. 30 concerning income tax matters of David Wark Griffith is acknowledged.

It is noted that $9500 was for services of attorney in connection with business matters of Mr. Griffith. Reference to the return filed by him shows that he is director of D. W. Griffith Inc. and president of a corporation and that he is not engaged in private or personal business within New York State.

It is, therefore, requested that you explain this deduction more fully showing as to why this expense should not be charged as a corporation expense and why charged to this taxpayer as an individual. If an ordinary and necessary business expense under the Law, why not reimbursed by the corporation?

In order to assist in the prompt closing of the audit of this return, a reply is requested within ten days referring to Div. 44-27113.

Very truly yours,

STATE TAX COMMISSION

By Roy H Palmer

Roy H Palmer
Assistant Director
Chief-Audit Div.
Income Tax Bureau

FH:MLC

62

State Tax Department
Income Tax Bureau
Albany, New York

Re Division 44 -- 87118

Gentlemen:

Replying to yours of the 17th instant with relation to income tax matters of David Wark Griffith, I wish to advise that the item of $9500 for attorney's services represented professional advice, consultations and services in connection with the turning over by Mr. Griffith of his properties to and the contracting for his exclusive services by D. W. Griffith, Inc.

These services were rendered to Mr. Griffith personally and involved protection of his personal interests in connection with his relations with D. W. Griffith, Inc., and extended from the time of organizing under D. W. Griffith Inc., until the year 1922.

This represented ordinary and necessary business expense to Mr. Griffith, and is not a proper item for the corporation to pay.

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WM. H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF
A. DUNCAN PLATTEN
ACTING TREASURER

February 17, 1925.

Dear Mr. Banzhaf:

Referring again to my letter to you, dated January 6th, relative to the 1925 dues of your Company and the note of your Company in the amount of $2750, due February 17, 1925:

Also referring to the matter of the unpaid 1924 dues as referred to in the same letter:

Under date of January 20th, I received your acknowledgment of my letter and your statement that the matter was being referred to Mr. Epping and that it would receive his attention in the near future.

Under date of January 21st, I wrote Mr. Epping in the premises asking him to forward a note, in lieu of cash, in the amount of the 1924 dues. I have had no acknowledgment from Mr. Epping nor a note. Today being the date of maturity of the note which we hold, covering the 1923 dues in the amount of $2750., I communicated with Mr. Epping by telephone and asked him whether he wished us to present this note at the bank. Mr. Epping advised that you were not in a position to meet the note and that he would send me a renewal thereof today.

The matter of the unpaid 1924 dues was brought to Mr. Epping's attention again today and he gave it as his opinion that it would be impossible to liquidate these unpaid dues in cash at the present time. My original suggestion of forwarding a note covering these dues was renewed and we shall expect to receive same within the next two or three days.

I go into some detail about this matter as you are fully aware of the desire of the Association to extend the fullest possible amount of cooperation to your Company as far as we consistently can and because in return for the consideration which is being extended, we should at least receive adknowledgment of our letters as well as an acknowledgment of the obligations of your Company as a member of the Association.

I would appreciate hearing from you and beg to remain,

Sincerely yours,

Acting Treasurer

Mr. A.H.T. Banshaf, Secretary,
D.W. Griffith, Inc.,
130 West 42nd Street,
New York City.

Copy to Mr. J.C. Epping, Treas.,
D.W. Griffith, Inc.,
Longacre Building,
New York City.

Schlesinger & Schlesinger
Counsellors at Law

National City Bank Building
Madison Avenue & 42nd Street
New York

166A
117

February 17th, 1925.

Albert H. T. Banshaf, Esq.,
150 West 42nd Street,
New York City.

Dear Mr. Banshaf:- Re: Pease vs. Griffith

Enclosed find stipulation restoring the above matter to the calendar for a week from the 18th, to wit, the 25th.

We certainly believe that we have been most courteous in this matter, and we would therefore ask that you positively be prepared to argue this motion, or else adjust this matter before the 25th, in accordance with your promise.

Our client is most insistent that this matter be disposed of.

Very cordially yours,

WCBS/G
endls.

W. C. B. Schlesinger
Jr.

R. A. POWERS
[illegible] SEVENTH AVE.
NEW YORK

Feb. 18, 1925

D. W. Griffith, Inc.
1476 Broadway
New York City

Dear Sirs:

Replying to your inquiry, you are informed that your company is indebted to me under the terms and conditions of the contract of January 25, 1924, between David W. Griffith, your company and the undersigned, in the sum of $161,666.75, as of this date, with interest on the sum of $195,000. from January 1 to January 6, 1925; on the sum of $190,000. from January 7 to January 13, 1925; on the sum of $185,000. from January 14 to January 28, 1925; on the sum of $183,620.08 from January 29 to February 3, 1925; on the sum of $173,620.08 from February 4 to February 10, 1925; on the sum of $163,620.08 from February 11 to February 17, 1925; and on the sum of $153,620.08 from February 18, 1925.

I have no objection to your company obtaining a loan from the Guaranty Trust Company, or other company, in the sum of $150,000 provided the same shall be subject and subordinate to all the terms and conditions of our agreement of January 25, 1924. Furthermore, I have no objection to the agreement of Mr. Griffith with Famous Players-Lasky Corporation, dated June 10, 1924 and the agreement supplemental thereto dated January 20, 1925, providing for Mr. Griffith's employment by the Famous Players-Lasky Corporation, insofar, of course, as the same does not affect any security which I may have under the agreement of January 25, 1924, and the payments to be made to me thereunder.

Very truly yours,

R. A. Powers

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. BANSHAF, SECRETARY
J. C. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1199

1476 Broadway,
New York, N. Y.,
February 18, 1926.

Mr. A. H. T. Banshaf,
130 West 42nd St.,
New York, N. y.

Dear Mr. Banshaf:

Mr. Hammons had me on the phone this morning for the third time recently, wanting to know what has been done about obtaining permission from the stockholders in regard to the property. Mr. Hammons stated that he is leaving for London the latter part of March, and that Mr. Mahlstedt is after him all the time, and he wants to know before he gets away just what the status of the matter is, as they do not want to lose the spring months.

I told Mr. Hammons that I did not know whether or not the letters had gone out. From the way he spoke if they don't get the matter settled before a certain time they are figuring on getting out of the contract.

Will you kindly advise me regarding the above.

Very truly yours,

Albert L. Grey

Vice-President.

D. W. Griffith, Inc.

ALG/CC

will you phone him
ask

92

- -X

In re Application

of

D.W.GRIFFITH, INCORPORATED,

for Loan from GUARANTY TRUST COMPANY

OF NEW YORK.

- -X

CITY, COUNTY AND)
) ss.:
STATE OF NEW YORK.)

J.C.EPPING, being duly sworn, deposes and says: That he resides at Forest Hills, Long Island,; that he is Treasurer of D.W.GRIFFITH INCORPORATED and as such Treasurer has had charge and custody of the life insurance policies held by the Corporation on the life of DAVID W. GRIFFITH, and particularly the policies of the EQUITABLE LIFE ASSURANCE SOCIETY OF AMERICA No. , for the sum of $50,000., and the policy of the MUTUAL LIFE INSURANCE CO., No. , for the sum of $100,000., both on the life of D.W.Griffith, of which D.W.Griffith Incorporated is beneficiary; that the Griffith Corporation has not sold, assigned, disposed of or otherwise encumbered said policies, and that the Griffith Corporation is the sole owner thereof. That this affidavit is made for the purpose of satisfying the GUARANTY TRUST COMPANY OF NEW YORK that no loans, assignments or other outstanding claims or liens are outstanding against said policies.

Sworn to before me this)
18th day of February, 1925.)

Robert C Reeder

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 288
New York County Register's No. 6310
Commission expires March 30, 1926

February 18th, 1925.

Epoch Producing Corporation,
130 West 42nd Street,
New York City.

Dr. To

D. W. Griffith, Incorporated,
1476 Broadway, New York City.

---

1 Print Birth of a Nation

12060 Ft. @ 5¢	603.00
Less payment on a/c United Artists Corporation	301.50
	301.50

Shipped By Claremont Laboratories
open to Atlanta, Georgia.

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT

TELEPHONE
VANDERBILT 8100

February 18, 1925.

149

CONFIDENTIAL

FOR INFORMATION OF MEMBERS ONLY

Mr. D. W. Griffith,
D. W. Griffith, Inc.,
Mamaroneck, N.Y.

Dear Mr. Griffith:

In line with the purpose to exercise every possible care to the end that only books or plays which are of the right type are used for screen presentation; to avoid the picturization of books or plays which can be produced only after such changes as to leave the producer subject to a charge of deception; to avoid using titles which are indicative of a kind of picture which could not be produced, or by their suggestiveness seek to obtain attendance by deception, a thing equally reprehensible; and further to endeavor "to establish and maintain the highest possible moral and artistic standards of motion picture production", the following communication has been received by this office, indicating the opinion of the members as to what they should do in their efforts to carry out these purposes, since February second, on which date we notified all our members that certain books and plays had been rejected for picturization by certain of our members:

From a distributing and producing member advice received today, February 18, 1925, that they have declined to produce "The Woman I Am," this rejection being made on February 10, 1925.

With kindest regards, I am

Sincerely yours,

Will H. Hays

per JSK

hmh

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at
8

F04 67 1 EXTRA NL

LOSANGELES CALIF 18

D W GRIFFITH X0410

PERSONAL LOEWAGNS BLDG NEWYORK NY

DEAR MR GRIFFITH HAVE MADE PLANS TO PRODUCE A PICTURE HAVE THE PROPOSITION WELL FINANCED IF YOU ARE WORKING IN NEWYORK I WOULD LIKE NOTHING MORE IN THE WORLD THAN TO BE BACK WITH YOU NOTHING WOULD BE MORE WONDERFUL THAN TO WORK WITH YOU AS DOROTHY DID IN THE OLD DAYS PLEASE ADVISE ME AS TO YOUR FEELINGS ABOUT THE MATTER AS I WOULD LIKE TO COME EAST IN MARCH IF I CAN BE WITH YOU WISHING YOU HEALTH AND HAPPINESS I REMAIN AS ALWAYS

RALPH GRAVES.

No answer a/c
No address

KENNETH CHARLES DOBBS

NEW BUSINESS MANAGER
ELECTRIC DEPARTMENT
WESTCHESTER LIGHTING CO
YONKERS N.Y.

124

February 19th 1916.

Westchester Lighting Company,

Mt. Vernon, New York.

Gentlemen:

Will you kindly cancel our present contract with you for lighting service at the Griffith Studio, Orienta Point, Mamaroneck, N.Y. forthwith and substitute therefor the within enclosed application on your usual contract of a minimum charge of $1.00 monthly.

Please install for our use sufficient apparatus to supply us with 52 k.w. per hour or any other amount other than that for motion picture use, or that our superintendent may deem necessary to light the plant in the usual course of business, other than lighting sets as aforesaid.

Very truly yours,

D.W.GRIFFITH INCORPORATED

By_____
Secretary

AHTB/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART, WASHINGTON

February 19th, 1928.

Miss Barbara Ewert,
Calumet High School,
Calumet, Michigan.

Dear Madam:

We are in receipt of your letter of January 15th, and Mr. Griffith wishes me to convey his appreciation for your kind words of commendation on his production "AMERICA", and also for the suggestions in regards to his future pictures.

Very truly yours,

D.W. GRIFFITH INC.

CMC:RRB

February 19th, 1926.

Mme. Lisette,
47 West 49th St.,
New York City, N.Y.

Dear Madam:

Replying to your letter of February 5th, we wish to advise that Mr. Griffith has finally decided to make his next productions at the Famous Players-Lasky Studio in Astoria, Long Island and more than likely he will use the Famous Players-Lasky Staff for his costuming.

However, should any change take place, whereby Mr. Griffith would require your services, we will be pleased to get in touch with you.

Always keeping in mind your very pleasant business relations with us, we are

Very truly yours,

FOR MR. D.W. GRIFFITH

CMC:REB

February 19th 1925.

Mr. Oscar Sate,
26 Liberty Street,
New York City.

Dear Sir:

Enclosed please find Supplementary Agreement between Famous Players Corporation and Griffith under date of the 20th day of January, 1925. Also encloses is copy of letter from Central Union Trust Co. and Patrick A. Powers relative to their respective indebtednesses.

I will send down over data to you during the morning.

Very truly yours,

AHTB/CDM
Enc.

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

105

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF
A. HOMER PLATTEN
ACTING TREASURER

February 19, 1925.

Dear Mr. Banzhaf:

This will acknowledge and thank you for your favor of February 17th enclosing note, dated February 17, 1925, maturing April 4, 1925, in the amount of $2750. This is a renewal of a note which matured on February 17th which is returned herewith. This transaction relates, of course, to the unpaid 1923 dues of your Company.

I have not yet received note covering unpaid 1924 dues but am looking forward to receiving same soon.

Awaiting your further advice, I am

Sincerely yours,

A. Homer Platten

Acting Treasurer

Mr. A.H.T. Banzhaf, Secretary,
D.W. Griffith, Inc.,
130 West 42nd Street,
New York City.

Benedict & Pembleton
Counsellors at Law
Bush Terminal Building
130 West 42d Street
New York

Albert H. T. Benedict
John H. Pembleton

Telephone
Bryant 8887
Cable Address
"Benben"

February 20th 1925.

Motion Picture Capital Corporation,
Room 2006, 342 Madison Avenue,
New York City. Attention Mr. Frank R.Wilson.

Dear Mr. Wilson:

I beg to advise that I am delivering to you herewith certificate of stock of Motion Picture Capital Corporation for 663 shares, which may be held by you as collateral security until the payment of the Ten thousand ($10,000) Dollars, temporary loan by your Corporation to D.W.GRIFFITH and D.W.GRIFFITH INCORPORATED has been paid or otherwise cancelled by the entering into of a new agreement between your Company and said D.W. Griffith and D.W.Griffith Incorporated as referred to in the agreement under date of February 20th 1925 by and between D.W.Griffith, D.W.Griffith, Incorporated and Motion Picture Capital Corporation.

Please acknowledge your acceptance of the terms of this letter by signing the acceptance below , for which purpose, I am sending you an extra copy herewith.

Very truly yours,

Cut # 262

ACCEPTED BY
Motion Picture Capital Corp
by Frank R Wilson Pres.

D.W.GRIFFITH

D.W.GRIFFITH INCORPORATED

and

MOTION PICTURE CAPITAL CORPORATION

A G R E E M T N T

THIS AGREEMENT made this 20th day of February, 1925 by and between DAVID W. GRIFFITH, of Mamaroneck, New York, County of Westchester, first party, D.W.GRIFFITH, INCORPORATED, a Maryland Corporation, second party and MOTION PICTURE CAPITAL CORPORATION, a Delaware Corporation, having a place of business in the City of New York, third party:

W I T N E S S E T H :

That the second party has executed and the third party is in possession of certain demand promissory note to the order of "Ourselves" endorsed by the second party and the first party in the sum of Ten thousand ($10,000) Dollars with interest at the rate of Six (6%) percent per annum.

The first party is financially interested in the second party and has joined with it in requesting temporary loan to the second party from the third party in the face amount of the note above referred to and to be evidenced thereby.

The first and second parties have contracted with the Famous Players Lasky Corporation under date of the 10th day of June 1924 whereby the first party is to make for the said Famous Players Corporation three pictures, one so-called "Program" picture and two so-called "Special Feature" motion pictures, for which services said Famous Players Lasky Corporation agrees by said contract to pay the sum of Six thousand ($6,000.00) Dollars per week beginning with the first "shooting" date of each production to the first and second parties jointly, which said first and second parties have agreed to divide in proportion of Four thousand ($4,000) Dollars to the party of the first part and Two thousand ($2,000) Dollars to the second party, and the first and second

parties are further under contract with Famous Players Lasky Corporation under date of January 20th 1925 supplementing the aforesaid contract to make one additional so-called "Program" feature and/or photoplay upon the same terms and conditions and upon the same compensation of $4,000. per week to the first party and $2,000. per week to the second party as per the terms of the said supplemental agreement, which photoplay is to be delivered by the parties thereto to the United Artists Corporation, a Delaware Corporation, having an office in the City, County and State of New York, for the purpose of distribution throughout the entire World in accordance with the terms of the said contract existing by and between the party of the first part and second part and said United Artists Corporation under date of the 10th day of January, 1925.

NOW, THEREFORE, this agreement WITNESSETH: That for and in consideration of the sum of One ($1.00) Dollar lawful money of the United States by each of the parties hereto to the other in hand paid, receipt whereof is hereby acknowledged and other good and valuable considerations, the parties hereto agree as follows:

FIRST: The third party agrees to temporarily loan to the party of the second part the sum of Ten thousand ($10,000) Dollars, to be evidenced by demand promissory note of the party of the second part to the order of "Ourselves" endorsed by the first and second parties and delivered to the third party in the sum of Ten thousand ($10,000) Dollars with interest at the rate of six (6%) percent per annum, dated February 20th 1925.

SECOND; The first and second parties hereto as security for said temporary loan and to insure the repayment

of the full amount thereof with interest to the third party do hereby sell, assign, transfer and set over to the third party the weekly compensation in the total sum of Six thousand ($6,000.) Dollars to be received by the first and second parties from the Famous Players Lasky Corporation pursuant to the terms of the contract and supplemental contract by and between the first and second parties and Famous Players Lasky Corporation under date of the 10th day of June 1924 and the 20th day of January, 1925 respectively, and all their rights, profits and emoluments arising out of the aforesaid contracts.

The first and second parties hereby irrevocably order and direct the Famous Players Lasky Corporation to make all such payments to the third party.

The first and second parties hereby grant to the third party, its successors and assigns, full power and authority for its own use and benefit and in the name of the first and second parties, or in its own name from time to time to ask, demand, receive, compound and give acquittance for any such weekly compensation, royalties, salaries, percentages, emoluments or moneys due or to become due, received or to be received or any part thereof, and in their respective names or otherwise to prosecute, settle, adjust and/or withdraw any suit or proceedings in law or inequity therefor as more fully stated aforesaid in this paragraph, arising out of the contract between the first and second parties and the Famous Players Lasky Corporation.

THIRD: The parties of the first and second part covenant and warrant that they have not assigned or encumbered their rights under the terms of the said last-mentioned contracts with the Famous Players Lasky Corporation or any of the salaries, percentages or bonuses arising therefrom,

and said contracts are now in full force and effect.

FOURTH: The first and second parties hereby waive presentment, demand, protest and notice of dishonor of the note herein referred to and of any and all other notes or obligations of the first and second parties or either of them at any time held by the third party.

FIFTH: This agreement and the royalties, salaries, percentages, emoluments or moneys assigned hereunder shall also be collateral security for any other loans, notes obligations or indebtedness of the first and second parties to the third party.

SIXTH: The third party may at any time demand from the first party and second party additional or other further security for the payment of the obligation herein referred to or any other obligations of the first and second parties. On making such demand the first and second parties agree to forthwith deliver said additional collateral or security to the third party.

SEVENTH: The parties hereto mutually agree that this agreement is to cover a temporary loan pending the negotiations and final consummation of a further agreement between the parties hereto for the loan to the parties of the first and second part by the third party of an aggregate sum of One hundred fifty thousand ($150,000.) Dollars, including the sum of Ten thousand ($10,000.) Dollars herein described, or as may be mutually agreed upon by and between the parties hereto, and that upon delivery of said proposed further agreement or upon the payment of the amount of Ten thousand ($10,000) Dollars, and interest, herein agreed to be paid and/or any other moneys payable to the party of the third part by the parties of the first and second parts, this agreement shall forthwith terminate and the third party agrees to execute any papers, documents,

or releases which may be necessary and/or required to release the lien of the third party on the royalties, percentages, emoluments, salaries and bonuses arising out of the aforesaid contracts between the party of the first part and second part with the Famous Players Lasky Corporation herein referred to.

EIGHTH: The first and second parties agree to execute and deliver to the third party any other and additional papers or other documents which may in the opinion of the third party be required to give to it full title to the royalties, salaries, percentages, emoluments and bonuses referred to in this agreement.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal, and the parties of the second and third parties have caused these presents to be signed, and their respective corporate seals to be hereunto affixed by their duly authorized officer, the day and year first above written.

D W Griffith (L.S.)

D.W.GRIFFITH INCORPORATED

ATTEST: By D W Griffith
Pres.

Secretary.

MOTION PICTURE CAPITAL CORPORATION

By Frank R. Wilson

ATTEST:

Secretary.

STATE OF NEW YORK)
COUNTY OF NEW YORK.) ss.:

On this 20th day of February, 1925, before me personally came DAVID W. GRIFFITH, to me known and known to me to be the individual mentioned in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Robert Hecht

STATE OF NEW YORK)
COUNTY OF NEW YORK.) ss.:

On this 20th day of February, 1925, before me personally came D.W. Griffith to me personally known, who being by me duly sworn did depose and say: That he resides in New York ; that he is the President of D.W.GRIFFITH INCORPORATED, one of the corporations described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

Robert Hecht

NOTARY PUBLIC, New York County
Certificate filed in New York County
New York County Clerk's No. 288
New York County Register's No. 6310
Commission expires March 30, 1926

STATE OF NEW YORK)
COUNTY OF NEW YORK.) ss.:

On this day of February, 1925, before me personally came to me personally known, who being by me duly sworn did depose and say: That he resides in ; that he is the of MOTION PICTURE CAPITAL CORPORATION, one of the corporations described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

February 20th 1925.

Famous Players-Lasky Corporation,
485 Fifth Avenue,
New York City.

Gentlemen:

We, the undersigned, beg to advise that we have this day entered into an agreement with the MOTION PICTURE CAPITAL CORPORATION, having an office in the Canadian Pacific Bldg., New York City, copy of which agreement is hereto attached for your information.

Pursuant to the terms of said contract, we hereby authorize and direct you irrevocably, to pay, as and when the same becomes due and payable to us pursuant to the agreement by and between the undersigned with your corporation under date of the 10th day of June, 1924, and the supplemental agreement between us and your Corporation under date of the 20th day of January, 1925, to the MOTION PICTURE CAPITAL CORPORATION, the sum of Six thousand ($6,000.) weekly, beginning with the payment due March 6th 1925 and continuing weekly thereafter, and to pay to said Motion Picture Capital Corporation in addition to said salary or weekly compensation, so payable to us or either of us, all bonuses, percentages royalties and/or emoluments that may become due and payable to us from time to time as per the terms of the aforesaid agreements with you.

The payments aforesaid are to be made to Motion Picture Capital Corporation and continue until you are otherwise notified by the Motion Picture Capital Corporation.

It is, of course, strictly understood that during the intervals between the making of pictures pursuant to the aforesaid contracts when compensation may not be payable, during such interim you are not expected nor are you to be held liable to make such payments.

The undersigned further hereby releases and absolves your Company from any and all liability by reason of making such aforesaid payments to the Motion Picture Capital Corporation, and this letter is not to have any effect upon any of the terms of the aforesaid contract now existing between us and your Corporation and we shall jointly and severally fully and faithfully perform the said contracts on our part to be performed as though this letter and

contract of assignment to the Motion Picture Capital Corporation had not been made.

Will you kindly acknowledge receipt of this letter and agreement and your acquiescence in the foregoing instructions to the Motion Picture Capital Corporation as per the terms of the acceptance below, and oblige

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By_____
president

AHTB:CDM

D.W.GRIFFITH
D.W.GRIFFITH INCORPORATED and
MOTION PICTURE CAPITAL CORPORATION.

Gentlemen:

We hereby acknowledge receipt of the foregoing letter and the contract of assignment therein mentioned.

We wish to advise that the contracts between D.W. Griffith, D.W.Griffith Incorporated and the undersigned are in full force and effect; that we have no knowledge of any prior assignment outstanding or otherwise of the sum due or to grow due to D.W.Griffith,&D.W.Griffith Incorporated, arising out of the terms of our aforesaid contracts with them and that we will make the payments to the Motion Picture Capital Corporation in pursuance of the terms of the foregoing letter from time to time if, as and when the said payments become due, until otherwise notified by the said Motion Picture Capital Corporation.

Very truly yours,

FAMOUS PLAYERS LASKY CORPORATION

By_____

February 20th 1926.

Mr. Oscar Hale,
52 Liberty Street,
New York City.

Dear Sir:

I am enclosing herewith copies of proposed letters of directions to the United Artists Corporation and Famous Players Lasky Corporation, together with form of letter to be signed by the said Corporations acknowledging receipt of such instructions. While the form as submitted by me may not be entirely satisfactory to the said Companies and will, of course, be subject to change by them, I believe that they will conform to their desires.

If you have any suggestions to make with relation to the enclosures, will you kindly get in touch with me with relation to the same.

Very truly yours,

ART/[illegible]
Encs.

D. W. GRIFFITH, President
A. L. GREY, Vice President

A. H. T. BANGHAF, Secretary
J. C. SPRING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1199

COPY

1476 Broadway,
New York, N. Y.
February 20, 1925

Mr. Frank Wilson,
Liggett Building,
New York, N. Y.

Dear Mr. Wilson:

Following is a letter which we received this day from the United Artists Corporation:

D. W. Griffith, Inc.
1107 Longacre Building,
New York, N. Y.

Gentlemen:

Based on Domestic Contracts Taken to February 7th, 1925, your equity in Unplayed Contracts, after deducting all advances made for your account, is $269,601.71.

The amount we have advanced in excess of Played and Earned is $101,726.55. This amount has been deducted from your share of Unplayed Contracts before arriving at your equity of $269,000.

Yours truly,

United Artists Corporation.

F. A. Beach,
Comptroller

FAB G

This doesn't include "Isnt Life Wonderful"

F. A. B.

Very truly yours,

Treasurer.

D. W. Griffith, Inc.

JCE/CC

D. W. GRIFFITH INCORPORATED,
MOTION PICTURE CAPITAL CORPORATION.

Gentlemen:

We hereby acknowledge receipt of the foregoing letter dated February 20th, 1925 enclosing copy of contract executed between D. W. Griffith Incorporated and the Motion Picture Capital Corporation.

We beg to advise you that the contracts between D. W. Griffith, D. W. Griffith Incorporated, and the undersigned are in full force and effect and that to our knowledge, except as in your letter of February 20th, 1925 and in this letter stated, there are no other assignments or leases or encumbrances outstanding against said contracts and the receipts derived therefrom. You will please be advised that D. W. Griffith Incorporated is indebted to the undersigned in the sum of $81,103.42 which under the existing agreement will be liquidated only out of their share of receipts played and earned at the rate of $687.30 per week.

There is a further indebtedness owing to the undersigned by the D. W. Griffith Incorporated in the sum of approximately $100,000. representing over-payments by us to D. W. Griffith Incorporated on played and earned business which may be increased or decreased from time to time and which sum or sums of money we purpose liquidating out of D. W. Griffith's Incorporated share of receipts played and earned, after first deducting $687.30 per week. We also purpose reserving sufficient sums of money to reimburse us for prints of the picture "ISN'T LIFE WONDERFUL" and any additional prints or replacements

that may be necessary on any of your pictures. After we have been reimbursed as here stated and subject to the priorities referred to in your letter of February 20th, 1925 and this letter, we will from time to time as due from played and earned contracts, pay to F. A. Powers and Empire Trust Company not to exceed the sum stated in the assignments that have been filed with us. After the respective indebtedness herein referred to has been fully liquidated we will pay to you, less the weekly sum of $667.50, all the sums of money until further notice from you if, as and when the same may become due and owing D. W. Griffith Incorporated by reason of our aforesaid contracts with D. W. Griffith and D. W. Griffith Incorporated.

Very truly yours,

UNITED ARTISTS CORPORATION

BY Hiram Abrams
President

1784

DEPOSITED TO THE ACCOUNT OF

P. W. Griffith Jr

IN THE

HAMILTON NATIONAL BANK

New York 7-6-20 1920

PLEASE LIST EACH CHECK SEPARATELY

	DOLLARS	CENTS	Do Not Write in This Column
Bills			
Gold			
Silver			
Checks	10,000		

DUPLICATE

DEPOSIT TICKET

Hamilton National Bank

B. H. Kuyper

TELLER

FORM 102

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ASSETS

Real Estate				
Plaster property 28 acres (sold)			$466,000	
Orienta " 30 " (on option for)			80,000	
Less mtg. $127,500.				
" tax due	14,408		141,208	$ 483,092.00
Preferred Stock United Artists Corporation				35,000.00
Cash surrender value (Life policies $500,000)				22,325.60
NEGATIVES				
Broken Blossoms			30,000.00	
The Love Flower			10,000.00	
Dream Street			20,000.00	
Way Down East			250,000.00	
Orphans of the Storm			150,000.00	
One Exciting Night			50,000.00	
The White Rose			30,000.00	
America			250,000.00	
Isn't Life Wonderful		525,000		
Less lien Empire Trust Co.		250,000		
Cost prints	35,000	285,000	240,000.00	1,130,000.00
Mr. Griffith's salary for 3 pictures contracted with Famous Players-Lasky Corporation			500,000.00	
Less to Mr. Griffith personally			100,000.00	400,000.00
				$ 2,010,424.60
Props., Wardrobe and Electrical Equip. Cost value $250,000 - Sales Value				50,000.00
Total Assets - - -				$ 2,065,424.60

LIABILITIES

Current				
Central Union Trust Co.			2,500.00	
P. A. Powers			161,686.75	
Accounts & Notes Payable			222,303.41	
Accounts Payable Deferred				
Mae Marsh		9,600		
Shubert Theatrical Co.		12,000	21,600.00	
Exploitation of "America" in England			18,000.00	448,590.16
Loans payments of which are deferred until all bank loans are liquidated including the proposed loan of $150,000.				
J. C. Epping			100,539.98	
D. W. Griffith			57,041.12	157,581.10
Total Liabilities - - -				606,171.26
Excess of Assets over Liabilities				1,459,253.34
				$ 2,065.424.60

Note: Our equity in taken and secured contracts, as furnished by the United Artists Corporation, at this date is 269601.71 New contracts are being taken at the rate of 10,000 per week of which our share is 75% (This is exclusive of our last picture "Isn't Life Wonderful", receipts from which have been pledged to the Empire Trust Company to the extent of 250,000. All receipts from our share over and above this amount are payable to us) Mr. Griffith is insured in favor of the Corporation to the extent of, $500,000.

D. W. Griffith
J. C. Epping
Treas

February 28th 1930.

Mr. Albert L. Gray,
Vice-President, D.W.Griffith, Inc.,
1476 Broadway,
New York City.

Dear Mr. Gray:

Relative to obtaining the stockholders' consent for permission to sell the real property, as per the terms of our contract with Mr. Hammons, I beg to advise, as you know, we should not circularize the stockholders until after we have settled our banking situation and until after the annual statement has been prepared by Price, Waterhouse & Co. in order that we may enclose a copy thereof in the letter which will be addressed to said stockholders, setting forth the whys and wherefores of the sale, etc.

As soon as our banking situation is arranged we will take immediate steps to call a meeting of all the stockholders of the corporation for the purpose of ratifying our sale.

Will you kindly explain this situation to Mr. Hammons and assure him that we will co-operate in every way to hasten closing of this matter.

Very truly yours,

AHTB/GDM

New York City,
February 20, 1925.

Hamilton National Bank,
130 West 42nd Street,
New York City.

Gentlemen:

Will you kindly cable immediately, to Mr. J.A. Manning, 25 Victory House, Leicester Square, London, W. C. 2 England, $5,000 worth of English Pounds. The cable address to be used is, MANCIFF.

Herewith, is our check for this purpose.

Very truly yours,

D. W. GRIFFITH, INC.

By

RÄK:IS
ENC.

February 20th 1926.

Mr. Emerson S. Davis,
Green and Hurd,
43 Exchange Place,
New York City.

Re: Van Beuren -Griffith
Without prejudice.

Dear Mr. Davis:

I have been working all week trying to close a loan for the Griffith Company, which unfortunately has now been postponed until Tuesday next. When I wrote you under date of the 16th inst., I was assured that the matter would be closed by yesterday or today at the latest. Now, because of the "lawb" delay, due to the fact that I cannot unduly rush the lawyers for the Bank, because of the fact that we are asking favors, and due to the intervention of a week-end holiday, the closing has been, against all that I could do, postponed until next Tuesday.

I am telling you this frankly in order that you may fully appreciate my situation in not being able to keep my promise.

Will you kindly bear with me another week, meanwhile I can assure you that your client's interests are not being jeoparddzed in the slightest by such delay.

Thanking you for your past kindness and trusting that you can see your way clear to give me this further aid, I remain

Very truly yours,

AHTB:GDM

New York City,
February 21, 1926.

Andrew H. O'Shea,
215 Montague Street,
Brooklyn,
New York.

Dear Sir:

Enclosed herewith, is our check in the amount of $72.23 in full settlement of your claim on behalf of your brother's estate.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.

THE COLLECTION

New York City,
February 21, 1928.

Mr. Neil Hamilton,
Feldman Court,
Pelham,
New York.

Dear Mr. Hamilton:

Enclosed herewith, we are handi g you payroll check for week ending February 21st.

You will also find enclosed, check in the amount of $300 together with a statement which is self-explanatory.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.2

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.

522 FIFTH AVENUE

NEW YORK CITY

WILL H. HAYS
President

TELEPHONE
VANDERBILT 3110

February 21, 1925.

CONFIDENTIAL

FOR INFORMATION OF MEMBERS ONLY

Mr. D. W. Griffith,
Mamaroneck, N.Y.

Dear Mr. Griffith:

In line with the purpose to exercise every possible care to the end that only books or plays which are of the right type are used for screen presentation; to avoid the picturization of books or plays which can be produced only after such changes as to leave the producer subject to a charge of deception; to avoid using titles which are indicative of a kind of picture which could not be produced, or by their suggestiveness seek to obtain attendance by deception, a thing equally reprehensible; and further to endeavor "to establish and maintain the highest possible moral and artistic standards of motion picture production", the following communications have been received by this office, indicating the opinion of the members as to what they should do in their efforts to carry out these purposes, since February eighteenth, on which date we notified all our members that certain books and plays had been rejected for picturization by certain of our members:

From a distributing and producing member advice received today, February 21, 1925, that they have declined to produce "The Depths" and "A Good Bad Woman", these rejections being made on February 20, 1925.

From a distributing and producing member advice received today, February 21, 1925, that they have declined to produce "Ladies of the Evening", this rejection being made on February 20, 1925 This is the third member to notify us of such rejection. You were advised under date of January 16th and January 26th, 1925, of the two rejections previously received.

From a distributing and producing member advice received today, February 2, 1926, that they have declined to produce "The Baron", this rejection being made on February 20, 1926. This is the second member to notify us of such rejection. You were advised under date of January 26, 1926, of the rejection previously received.

With kindest regards, I am,

Sincerely yours,

THE PHILADELPHIA RECORD, TUESDAY, FEBRUARY 24, 1925

"COMING THROUGH" ON STANLEY BILL

Spectators Fascinated and Thrilled by "The Lost World" at Aldine.

"IN EVERY WOMAN'S LIFE"

New D. W. Griffith Picture at Arcadia—Johnny Hines' Film, Program at Fox.

At the Stanley yesterday the feature picture was "Coming Through," with Thomas Meighan as star. The Aldine showed "The Lost World." At the Karlton "In Every Woman's Life" was projected on the screen. The Arcadia offered the new D. W. Griffith production, "Isn't Life Wonderful?" Johnny Hines at the Victoria was seen in "The Early Bird." The Fox had "The Dixie Handicap."

D. W. Griffith's latest photoplay, "Isn't Life Wonderful?" at the Arcadia, is quite different from the pictures usually released by Mr. Griffith. Absent is the stirring plots of "America," "The Birth of the Nation" and "The White Sister." Instead, we find the story a rather gloomy one of post-war Germany, depicting people plodding and capering through hard living. A family of refugees trying to rehabilitate themselves, a youngest ex-soldier son and an adopted daughter, whose fight to gain enough money to wed is largely the entire story. Carol Dempster's Inga, the adopted daughter, is splendid. In this role, as characterization is the most important part of the story, she soars to new heights. She is sensitive, and her emotion carries the story. Neil Hamilton, who played opposite her in "America," is seen in the other leading role. He is less vivid than the winsome Carol, but holds his role splendidly. Lupino Lane is seen as an eccentric dancer out of work since the war, ad nis resposible for some grotesque comedy. Helen Lowell also is in the cast.

GRIFFITH'S GENIUS IN FULLEST FLOWER

"Isn't Life Wonderful?" Merits Highest Tributes of Praise.

This time David W. Griffith has made an international motion picture. The pantomime of the players in "Isn't Life Wonderful?" which is being shown at the Arcadia Theatre, is a universal language. Griffith's picture concerns the primal needs of man—food. Its text is the invincibility of the human spirit. The commonplace struggle for sustenance has been elaborated into a masterpiece of the camera, and the simplest needs of life have been woven into a story of great beauty and power.

Since "The Birth of a Nation," Griffith has rarely made a picture which did not deserve superlatives in some direction, but never before has he gone so near to life for materials—no story has been so simple and none has come nearer to the creation of reality. There are real men and women suffering hunger. Here is the terrible aftermath of war in a shattered continent, and here is the world reborn again in the hope and the mating of youth.

The picture was filmed in Germany and concerns the privations of a family driven from home in Poland by the war. With the whole armory of tricks that touch the feelings at his command, Griffith has chosen to take his tale out of the very stuff of life, and the story would be bleak and horrible except for its background of the undying and unconquerable spirit of man.

Griffith likes to preach a sermon in his pictures, and perhaps that accounts for the sincerity and the depth that permeate his work. He aimed to tell of the wonder of life that could inspire love flowering in hunger and destitution, but this picture is more than the triumph of youth and love—it is a powerful sermon for peace. Hatred and ill-will melt away in sympathy for the suffering of the jobless and the homeless, and only a person without a spark of imagination and with a heart of stone could see this representation of life in Germany after the armistice and not be touched by the hardships of the people.

Carol Dempster and Neil Hamilton, as the young people who are trying to gather enough food and furniture to enable them to be married, carry most of the burden of the picture, but the supporting cast is also superb. Griffith has selected his characters with uncanny skill. "Isn't Life Wonderful?" is a wonderful picture.

Phila Even. Bulletin
2/24/25

L NEW FILMS THIS WEEK

V HAS

MUSICAL NUMBERS

"THE LOST WORLD" ICTURE

'ombines of In-

Animals Power-

critics cheering me the at has stupen- ure in tacun- dicture s the there- ctical- ersion ry by was Many t all mal" still want hose d to and por- far here

GRIFFITH'S NEW PICTURE GLOOMY POST-WAR FILM

"Isn't Life Wonderful" Realistically Done, But Seems Out-Moded

"Isn't Life Wonderful?" a D. W. Griffith production, arrived at the Arcadia yesterday several years too late. In 1923 one might have sat through a picture showing the starvation and pertation of post-war Germany and cracked violently with the undernourished cast as they sat down, day after day, to meals of horse turnips. Now, however, the world has gone on to other things—selfishly and unjustly, perhaps—but nevertheless, it is no more gripped by tales of starving refugees. So, while Griffith's picture has been done realistically, it is scarcely the thing movie audiences are looking for today.

There is little plot to the picture, only enough on which to hang the scenes of post-war Germany. It is based on the romance of Paul and Inga, who have fled from Poland to Germany after the war with Paul's family. Despite the sufferings they undergo, Paul and Inga forget about the outside world and the depreciating mark and manage through it all to look into one another's eyes and say "Isn't life wonderful?"

No one else is able to agree with them—but, then the others weren't in love. And love does make a difference, of course. It must have some potent charm, that even the poets have failed to discover, if it could throw a roseate hue over the squalor, poverty, suffering and morbidity of Griffith's gloomy picture.

"THE EARLY BIRD"

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.

522 FIFTH AVENUE

NEW YORK CITY

WILL H. HAYS
PRESIDENT

TELEPHONE
VANDERBILT 5110

February 24, 1925.

CONFIDENTIAL

FOR INFORMATION OF MEMBERS ONLY

Mr. D. W. Griffith,
Mamaroneck,
New York.

Dear Mr. Griffith:

In line with the purpose to exercise every possible care to the end that only books or plays which are of the right type are used for screen presentation; to avoid the picturization of books or plays which can be produced only after such changes as to leave the producer subject to a charge of deception; to avoid using titles which are indicative of a kind of picture which could not be produced, or by their suggestiveness seek to obtain attendance by deception, a thing equally reprehensible; and further to endeavor "to establish and maintain the highest possible moral and artistic standards of motion picture production", the following communication has been received by this office, indicating the opinion of the members as to what they should do in their efforts to carry out these purposes, since February twenty-first, on which date we notified all our members that certain books and plays had been rejected for picturization by certain of our members:

From a distributing and producing member advice received today, February 24, 1925, that they have declined to produce "A Good Bad Woman", this rejection being made on February 20, 1925. This is the second member to notify us of such rejection. You were advised under date of February 21, 1925, of the rejection previously received.

With kindest regards, I am,

Sincerely yours,

Will H. Hays

JK

hmh

D. W. GRIFFITH, President
A. L. GREY, Vice President

A. H. T. BANGHAF, Secretary
J. C. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

New York, N. Y.,
February 24, 1925.

Mr. D. W. Griffith,
Hotel Astor,
New York, N. Y.

Dear Mr. Griffith:

We are about to receive the proceeds of a certain loan, which will, in a measure, help to liquidate our indebtedness as it stood as of Feb. 15, 1925. The proceeds from this loan, of course, is not sufficient to liquidate all of our indebtedness, which therefore, will have to be done with great care and over a long period of months. Consequently, great judgment and care will have to be exercised in the making of payments, nor must there be the least favoritism shown in these disbursements. For this reason, I request you to authorize me to be the sole judge of what payments should be made, when they should be paid, and the amounts to be paid, also that no one outside of myself shall be authorized to incur any future indebtedness or authorize any payments of whatsoever kind.

Yours very truly,

Treasurer.
D. W. Griffith, Inc.

JCE/CC

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. F. MANSHAP, SECRETARY
J. G. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1180

New York, N. Y.,
February 24, 1926.

Mr. J. G. Epping, Treas., D. W. Griffith, Inc.
1476 Broadway,
New York, N. Y.

Dear Mr. Epping:

Pursuant to your request, I hereby grant you full and sole authority to use your entire and sole discretion of the manner in which to liquidate the indebtedness of the Corporation out of the funds which we are about to receive for that purpose in the best possible way.

In the future no further indebtedness shall be incurred nor any payments be authorized by anybody whatsoever without first obtaining your written O. K.

Very truly yours,

D. W. Griffith President.

D. W. Griffith, Inc.

CC

#40

Shreveport, Louisiana

February 24th, 1945

D.W.Griffith, Esq.
New York City

Dear Sir:

I am mailing you a complimentary copy of my book, entitled "The Wanton", which is just off the press.

Yours truly,

W.S.McCormick
623 Jordan St.
Shreveport La.

#13.

Watertown, Mass.,
February 24, 1925

D. W. Griffiths Corporation,
1476 Broadway,
New York City.

Gentlemen:

Will you kindly give me the courtesy of a reply to my letter of January 18th, which was addressed to your company at Fort Chester, but has apparently been delivered, as same has never been returned, and on a previous occasion in addressing a letter to you at Fort Chester, same was forwarded to you at New York, and if my memory serves me correctly, it was necessary to "jack up" this letter?

Yours truly,

Mrs. B.M.Bird

27 Westland Road.

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February 24, 1925

Price Waterhouse & Company
66 Pine Street
New York City

Attention Mr. Hoffburg

Dear Sir:

This is to advise that the action of D. W. Griffith, Inc., against A. L. Jolson for $50,000. damages is now pending in the United States District Court for the Southern District of New York, and awaiting trial.

Very truly yours,

RR:MC

105

February 24, 1925

Price Waterhouse & Company
66 Pine Street
New York City

Attention Mr. Haffburg

Dear Sir:

Please be advised that I have waived all past due salary payable to me by D. W. Griffith, Inc. for the year 1923.

Very truly yours,

PR:EC

Schlesinger & Schlesinger
Counsellors at Law

HARRY H. SCHLESINGER
WALTER C. SCHLESINGER
TELEPHONE NUMBER ... 1327

National City Bank Building
Madison Avenue & 42nd Street
New York

16 A

February 24th, 1925.

Albert H.T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Sir:- Re: Pease vs. Griffith

We are submitting your offer of $1500. to our client, and in the meantime will adjourn the motion now set for the 25th inst., for one week.

We might state in passing that we feel quite positive that Mr. Pease will not entertain same, but we are nevertheless submitting same to him.

Very truly yours,

SCHLESINGER & SCHLESINGER
BY W C Schlesinger

WCBS/G

101

February 24th 1926.

Collector of Internal Revenue,
Third District,
210 Lenox Avenue,
New York City.

Attention Mr. Harry Newman.

Dear Sir:

I am herewith enclosing check to the order of the Collector of Internal Revenue, Third District, for $1,000. drawn by D.W.Griffith, Inc. dated Feb. 21st 1925.

Please credit on account of warrant against D.W.Griffith, Inc., and oblige

Very truly yours,

LCC/ETV
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MEMBER FEDERAL RESERVE SYSTEM

GEORGE M. REYNOLDS, PRESIDENT
VICE PRESIDENTS
THOMAS D. BOLTON F. J. LISMAN
J. H. THATCHER H. W. SMITH
F. J. FULLER R. A. HUNTER
ROBERT WHITTEMORE
M. FERGUSON, VICE PRESI. & SECY
H. M. MYRICK, TREASURER

LOCAL BOARDS: CENTRAL

CENTRAL UNION TRUST COMPANY OF NEW YORK

60 BROADWAY

NEW YORK

February 25, 1925.

J. C. Epping, Esq., Treasurer,
D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sir:

This is to advise that we have received from the United Artists Corporation, their checks to our order aggregating $2500, in payment of the balance of the D. W. Griffith, Inc., loan.

Very truly yours,

C. E. Sigler,
Assistant Secretary.

WHS:MC
Banking

February 25, 1925.

Famous Players-Lasky Corporation,
485 Fifth Avenue,
New York City.

Gentlemen:

We, the undersigned, beg to advise that we have this day entered into an agreement with the MOTION PICTURE CAPITAL CORPORATION, having an office in the Canadian Pacific Bldg., New York City, copy of which agreement is hereto attached for your information.

Pursuant to the terms of said contract, we hereby authorize and direct you irrevocably, to pay, if, as and when the same becomes due and payable to us pursuant to the agreement by and between the undersigned with your corporation under date of the 10th day of June, 1924, and the supplemental agreement between us and your Corporation under date of the 20th day of January, 1925, to the MOTION PICTURE CAPITAL CORPORATION, the sum of Six thousand ($6,000.) weekly, beginning with any payment which may become due on or after March 6th 1925 and continuing weekly thereafter, and to pay to said Motion Picture Capital Corporation in addition to said salary or weekly compensation, so payable to us or either of us, all bonuses, percentages, royalties and/or emoluments that may become due and payable to us from time to time as per the terms of the aforesaid agreements with you.

The payments aforesaid are to be made to Motion Picture Capital Corporation and continue until you are otherwise notified by the Motion Picture Capital Corporation.

It is, of course, strictly understood that during the intervals between the making of pictures pursuant to the aforesaid contracts when compensation may not be payable, during such interim you are not expected nor are you to be held liable to make such payments.

The undersigned further hereby releases and absolves your Company from any and all liability by reason of making such aforesaid payments to the Motion Picture Capital Corporation, and this letter is not to have any effect upon any of the terms of the aforesaid contract now existing between us and your Corporation and we shall jointly and severally fully and faithfully perform the said contracts on our part to be performed as though this letter and contract of assignment to the Motion Picture Capital Corporation

had not been made.

Very truly yours,

D. W. GRIFFITH INCORPORATED.

By _____
President

AHTB:GLM

D.W.GRIFFITH
D.W.GRIFFITH INCORPORATED and
MOTION PICTURE CAPITAL CORPORATION.

Gentlemen:

We hereby acknowledge receipt of the foregoing letter and of a copy of the contract of assignment therein mentioned.

Very truly yours,

FAMOUS PLAYERS-LASKY CORPORATION

Dated Feb.25th, 1925.

By _____
Treasurer

Telephone Number Murray Hill 2-8 5 7 8

Cable address GASREID New York

GASCOIGNE, REID AND COMPANY, INC.

INSURANCE

5 EAST 44th STREET

NEW YORK

Feb. 25, 1928

Mr. A. H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

Enclosed herewith Duplicate of Absolute Assignment duly executed, which was never delivered to the Insurance Company.

Mr. Epping has the two policies and, also, the Assignment for the other Company.

We are just sending this to you, in order that all of these things may be in your possession.

Very truly yours,

GASCOIGNE, REID AND COMPANY, INC.

By [signature] Vice President

CJR:L

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

Office of the Secretary
130 West 42nd St.
New York City

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES

TELEPHONE
MAMARONECK 1169

~~ORIENTA POINT~~
~~MAMARONECK, N.Y.~~

February 25th 1925.

Hamilton National Bank,
130 West 42nd Street,
New York City.

Gentlemen:

All checks drawn on the order of the Griffith Corporation should not be honored until further notice unless signed or counter-signed by J.C.Epping, as Treasurer.

Will you kindly notify your paying tellers accordingly and acknowledge receipt of this letter to the undersigned.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By J. C. Epping
Treasurer

By Albert H. Banzhaf
Secretary.

New York City,
February 26, 1926.

Neil Hamilton,
Feldman Court,
Pelham,
New York.

Dear Mr. Hamilton:

Enclosed herewith, we are handing you payroll check for week ending February 28th.

You will also find enclosed, check in the amount of $300 together with a statement which is self-explanatory.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.3

New York City,
February 26, 1925.

Hamilton National Bank,
130 West 42nd Street,
New York City.

Attention of Paying Teller

Gentlemen:

This will authorize you to recognize the endorsement of Mr. Raymond Klune, whose signature appears below, as an O. K. to any prior endorsement on any checks which might be presented for payment by this Corporation.

Very truly yours,

Treas.

D. W. GRIFFITH, INC.

149

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF
J. HOMER PLATTEN
ACTING TREASURER

Copy

February 26, 1925.

Dear Mr. Banzhaf:

On my return after the holidays I was expecting to find a note covering the unpaid 1924 dues of your Company.

Won't you let me hear from you within the next day or two about this?

With kindest regards, I am

Sincerely yours,

J. Homer Platten

Acting Treasurer

Mr. A.H.T. Banzhaf, Secretary,
D.W. Griffith, Inc.,
130 West 42nd Street,
New York City.

GILBERT H. RENSHAW
JOHN G. PENGELLEYN

RENSHAW & PENGELLEYN
COUNSELLORS AT LAW
BUSH TERMINAL BUILDING
100 WEST 42d STREET
NEW YORK

TELEPHONE
BRYANT 9884
CABLE ADDRESS
"RENGEN"

February 27, 1925

Clerk, Municipal Court
Sixth District
155 East 88th Street
New York City

Re City of New York
vs D.W. Griffith, Inc

Dear Sir:

I am enclosing notice of appearance, demand and answer in the above entitled action.

Will you kindly file the same and send me the index number of this case for which I enclose a self-addressed envelope.

Very truly yours,

AHJ/Bryf

RR:EC

7994-1425

New York City,
February 27th, 1925.

Robins-Engel, Inc.,
1658 Broadway,
New York City.

Gentlemen:

We are enclosing herewith, our 30-day note in the amount of $3250. This is in payment of contract for the printing of music scores on, "Isn't Life Wonderful".

We regret that we are compelled to pay you in this manner, but in the event that it is possible to make any payment on this account before the maturity date of the note, we will do so.

We thank you for your extreme kindness in accepting this note.

Very truly yours,

Treas.

D. W. GRIFFITH, INC.

Producers Security Corporation

AN ORGANIZATION FOR SERVICE

315 Fifth Avenue
New York
TELEPHONE VANDERBILT 4910

February 27,
1925.

D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City.

Att: Mr. Raymond A. Klune.

GENTLEMEN:

Regarding our distribution of the subject

THE COUNTRY FLAPPER

for your company: It would be a very hard matter to explain our distribution report with regard to each individual territory and bookings therein, inasmuch as each territory is sold under a separate contract and on varying terms with regard to percentages, advances, etc.; but if your Mr. Klune could arrange to call at this office to go over our records with the writer, examine our copies of contracts, etc., the matter can be more easily analyzed. In several points the Exchanges that have handled this picture have gone out of business, and at the present time there is due from Commonwealth Film Corporation of this city almost $3,000. on account of played bookings, which matter is now in the hands of our attorneys, who are attempting to force payment. The writer is leaving town today, to be gone for a period of ten days; but on my return on March 9th I will be very pleased to have Mr. Klune, or any representative from your office, call here and go over the entire situation in detail.

Very truly,

PRODUCERS SECURITY CORPORATION

F. M. Huber
Pres.

FMH.-S.

Treasurer.

ROBERT MILTON, Inc.
1650 BROADWAY
New York City

DIRECTORS
CLIF MOLTON
ARTHUR HORNBLOW, JR.
THEODORE MINDELL
ROBERT MILTON
ARTHUR RICHMAN

OFFICE OF THE
PRODUCING DIRECTOR

February 27, 1925.

Dear Mr. Griffith:

While at the Famous Players' Studio I went to pay my respects to you. Mr. LeBarron took me in but found your room empty, to my sorrow. I did want to invite you to see one of our plays - "The Dark Angel" as a compliment to an artist whose work I admire.

If there is an evening that you can spare, will you kindly phone and I will have seats for you. Afterward I would like to have you see "The Youngest".

With kind regards,

Very sincerely yours,

Robert Milton

David Wark Griffith, Esq.,
Famous Players Lasky Corporation,
Astoria, Long Island,
New York.

Telephone-Circle 5500

Cable Address-Mollim, New York

February 26th 1925.

Motion Picture Capital Corporation,
342 Madison Ave. Room 2006,
New York City. Attention Mr. Walker.

Dear Mr. Walker:

Enclosed please find D.W.Griffith Inc. note to the order of "Ourselves" payable on demand in the sum of $10,000. dated February 26th 1925, with interest at 6% duly signed by myself as Secretary and Miss Conway as Assistant Treasurer, duly endorsed on the back thereof, also having the individual endorsement of D.W.Griffith. This loan is to be covered by the collateral which you now hold from the Griffith Company and Mr. Griffith personally.

Please hand bearer your check for $10,000. , pursuant to the terms of the said note.

Very truly yours,

AHTB/GDM
Enc.

SUPREME COURT : NEW YORK COUNTY.

- - - - - - - - - - - - - - - - - - -x

CLARK D. PRASE,

Plaintiff,

-against-

DAVID WARK GRIFFITH,

Defendant.

- - - - - - - - - - - - - - - - - - - -x

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the respective parties hereto that the motion now set for the 28th day of January, 1925, at Special Term, Part I of this Court be and the same hereby is adjourned to the 4th day of February 1925, same time and place.

Schlesinger & Schlesinger
Attorneys for Plaintiff.

Albert H. J. Barghof
Attorney for Defendant.

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Telephone, VAndike 7747

ERNEST A. STEWART COMPANY

INCOME TAX SPECIALISTS

924-925 Washington Building
Los Angeles, California

February 28, 1925.

Dear Mr. Griffith:-

You will find the enclosed memorandum of vital interest to you. It concerns INCOME TAX STATUS OF COMMUNITY PROPERTY IN CALIFORNIA:

You will observe that refunds of 40% of income taxes paid are due California taxpayers; that mere filing of claims will not protect taxpayers and that refunds for three years will be barred after March 15, 1925.

The Treasury Department has announced it will not make any decision retroactive, therefore the rights of taxpayers will be lost unless action is taken immediately.

Respectfully,

ERNEST A. STEWART COMPANY

By Ernest A. Stewart

INCOME TAX STATUS OF COMMUNITY PROPERTY IN CALIFORNIA

During the past five years this firm has been endeavoring to place Community Property income in California, for income tax purposes, upon the same basis as that which exists in the other seven Community Property States; Arizona, Idaho, Louisiana, Nevada, New Mexico, Texas and Washington.

At this time we appear no nearer final relief than we were five years ago. Up to the release of the decision of the Treasury Department and the Attorney General on January 28, 1935, we had relied upon the decisions in the inheritance tax cases to be given the same interpretation for income tax purposes. Although living in a Community Property State, California taxpayers are still without income tax benefits that accrue to taxpayers in other Community Property States and according to statement issued by the Treasury Department on January 28, 1925, California taxpayers will continue to pay 40% more income taxes than taxpayers of other Community Property States until the issue is properly handled through the Courts. This statement as released to the press by the Treasury Department reads in part as follows:-

> "The Treasury Department will reject claims for refund on the income tax feature of the Community Property law, leaving it up to the taxpayers to start actions to force the Government to pay the refunds."

The Treasury Department has promised a test case will be brought before the U. S. Supreme Court but in the meantime, the claims are being barred by the Statute of Limitations. In the past, we have encountered the bitter opposition of the Treasury Department to the California Community Property adjustments and we are doubtful of the outcome if the case is presented to the Supreme Court by the Treasury Department. We desire to point out:-

1. That a case pertinent to the question whether a wife has a "VESTED ONE HALF INTEREST IN COMMUNITY PROPERTY WHILE THE HUSBAND IS LIVING", has never been decided precisely by the California Courts. Such cases have been decided favorably in all the other Community Property States.

2. That decisions of the Treasury Department and the U. S. Supreme Court can only follow the California laws as covered by the California Statutes and decided cases until a California Court of competent jurisdiction defines the Community Interest of the wife. The U. S. Supreme Court and the Treasury Department cannot decide the matter until it is tested in the California Courts for all Federal rules, laws as to Civil property and precedents must be based upon the California law itself.

According to opinion of eminent Counsel and Tax Authorities conversant with this branch of the law IT WILL BE IMPOSSIBLE FOR THE SUPREME COURT OF THE UNITED STATES TO PASS UPON THE COMMUNITY PROPERTY QUESTION favorably because of the present chaotic state of the California law in respect to the wife's interest in Community Property. Any decision of that Court MUST FOLLOW THE LAW OF CALIFORNIA. Further, the delay in waiting for the Supreme Court to rule upon the matter consumes valuable time, for in the meantime the Statute of Limitations is expiring and bars the presentation of claims for refund.

Refunds are due taxpayers who were residents of California on the last day of the years for which the taxes were paid and will graduate from 30% to 40% of the amount of taxes paid. The Treasury has advised that claims for refund will be rejected, therefore, the only remedy lies in proper litigation by test cases and proper filing to operate against the Statute of Limitations. The litigation for income tax purposes must now be started over and advanced through the Courts step by step in the same manner as the inheritance tax feature was handled. This we are now doing.

Some taxpayers appear to believe that the Treasury Department will voluntarily make the refunds. The Treasury Department has stated it will not do this unless actions are brought in Court by taxpayers. This adjustment is not similar to the refund of 25% granted taxpayers in the year 1924. The Treasury Department was compelled to grant that refund by Act of Congress.

We will continue to handle these cases under our plan whereby nothing is paid to us until we secure payment of the claim to you and take this means of asking you to take immediate action by either calling us by telephone at Vandike 7747 or mailing to us the following documents:-

1. Copies of your income tax returns for the years 1917 to 1924 inclusive.

2. Cancelled checks or receipts for payment of income taxes for the years 1917 to 1924 inclusive.

If copies of your tax returns and cancelled checks are lost, we can secure copies of the returns and prepare affidavit for you in lieu of the cancelled checks or receipts for payment.

Remember refunds for three years will be barred after March 15, 1925. Further that by these afforts, you will not only benefit by refunds for the years 1917 to 1924 inclusive, but also for the years to come.

FILE YOUR INCOME TAX RETURN

ERNEST A. STEWART

TRAINED INCOME TAX SPECIALIST

(ESTABLISHED 1920)

Advises, assists or compiles tax returns, defends against additional assessments or makes income tax audits and investigations. A SPECIALIST OFTEN SAVES HIS FEE and protects against errors that cause additional assessments, PENALTIES or FINE. Trip to Federal Building unnecessary, we have blank forms and file return for you. Consult without obligation. For schedule of fees see below.

SCHEDULE OF FEES—INDIVIDUALS

Gross Income	Fee
$ 1000 to 2000	$ 5.00
2000 to 4000	7.00
4000 to 5000	10.00
5000 to 7000	15.00
7000 to 9000	20.00
9000 to 15000	25.00
15000 to 25000	35.00
25000 to 30000	50.00
30000 to 50000	75.00
50000 to 100000	100.00

Above rates do not include preparation of financial statement, accounting work or special services. An additional charge applies when figures are not in shape for writing Returns.

CORPORATION, PARTNERSHIP and SPECIAL SERVICE fees upon application.

PHONE VA 7747 924-925 WASHINGTON BLDG

LOS ANGELES

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF THE SECRETARY

149

January 28, 1925.

My dear Mr. Griffith:

The attached statement was issued by us today on the resignation of Vitagraph and included a list of our original members, those subsequently elected and those having resigned, a copy of which is also attached.

I am,

Sincerely yours,

Court Smith

D. W. Griffith, Esq.,
D. W. Griffith Inc.
Mamaroneck, N. Y.

On October 11, 1922, Vitagraph gave notice of its intention to withdraw, which withdrawal would have become effective within six months from that date. However, they continued to pay dues until January 10, 1923. From the standpoint of this office, this simply means the termination of their active participation in the work of the association, and will of course have no effect on the attitude of this office, which is one of interest in the welfare of every one in the industry.

Carl Laemmle

ORIGINAL MEMBERS

March 1922

1. Joseph M. Schenck Productions Co.
2. Select Pictures Corp. (Selznick)
3. Metro Pictures Corp.
4. Educational Film Exchanges, Inc.
5. Universal Film Exchanges, Inc.
6. Vitagraph, Inc.
7. Goldwyn Distributing Corp.
8. Fox Film Corporation
9. Famous Players Lasky Corp.

Subsequently Elected

10. Kenan Corporation
11. Talmadge Productions, Inc.
12. Buster Keaton Productions, Inc.
13. Warner Brothers
14. First National Pictures, Inc.
15. D. W. Griffith, Inc.
16. Eastman Kodak Co.
17. Bray Productions, Inc.
18. Christie Film Co. Inc.
19. Distinctive Pictures Corp.
20 Principal Pictures Corp.
21. Preferred Pictures Corp.
22. Producers Distributing Corp.
23. Hal E. Roach Studios
24. The Ritz Carlton Pictures, Inc.
25. Inspiration Pictures, Inc.
26. Kinogram Publishing Corp.

Resigned

1. Select Pictures Corp. (Selznick)
2. Preferred Pictures Corp.
3. Vitagraph, Inc.

Count Smith

ROUGH ESTIMATE OF PROPERTIES AT GRIFFITH STUDIO

A	CARPETS	60 Yds. or more Velvet Carpet 60 " " " " " 60 " " " " " 60 " " " " " 1 Oriental Rug 1 Lot Domestic carpets and rugs
A	GARDEN TABLES	4 Garden Tables - 4 umbrellas 12 " Chairs
	TENTS	6 Tents 20 x 30 Ft.
	COACHES.	2 Old Coaches
A	CLOCKS	1 Lot Clocks 2 Grandfathers Clocks
A	FLOWERS	1 Lot Assorted Flowers
A	STOVES	1 Lot Assorted Stoves 1 Lot Andirons 1 Lot Coal Grates
	LAMPS	4 Large Hanging Lamps 6 Parlor Lamps 1 Lot Hanging Lamps 1 Lot of Lighting Fixtures 1 Lot of Wall Brackets 1 Lot of Hand Lanterns
	PICTURES	1 Large Lot Assorted Framed Pictures
	FURNITURE	1 Lot Assorted Furniture, including chairs, tables, etc.
	CANDLES	1 Lot Assorted Candles
	DRAPERIES	1 Lot Drapery 1 Lot Velvet 1 Lot Imitation Leather 1 Lot Black Flannel B.O.

CONTENTS OF LARGE PROP. ROOM

Bric a Brac
Brass Ware
Desk Sets
Table Lamps
Jewelry
All small props

A	TRUNKS	1 Lot Trunks 1 Lot Assorted Bags

Lunenburg Theatre
Wiggins Falls

25% 2000
50/50 over

6 5355
6 4374
4 3504

150

INVENTORY OF STAGE LIGHTS.

4	Gun Boys - Complete Plain banks, mirrors, diffusers Plain glass, Iris.	1000 $2700.	00
8	Kliegh made into soft banks - 4 1,000 Watt Lamps	365.	00
8	Soft Banks 16 - 1,000 Watt Lamps	714	00
4	Single Kliegh A. C. Complete with cable	17.	00
6	Single Kliegh D. C. " " " 25	150	00
11	Double Kliegh D. C. " " " 160	300.	00
11	Double Wehl " " " 125	260.	00
6	Winfield Kerners 80	125.	00
5	Series Kerners 75	40.	00
1	30 Amp. Kerner 70	15.	00
6	1000 Watt Stands Complete	50.	00
1	Bunch outfit with 5 lights each 1000 Watt	125.	00
1	1000 Watt Spot	75	00
12	Spot Light Stands 350	6.	50
~~4~~	~~Sets Braces~~ for spots 275		
1	White House Outfit complete with dimmer 48 Head Light Bulbs 32 V.	450.	00
17	Overhead Cooper Hewitts - hanging. 375	420.	00
2	Floor Bank Cooper Hewitts complete.	300.	00
4	Floor Bank Cooper Hewitts with Overhead & 2 side Wings - Complete. 650	1000.	00
7	Floor Bank Cooper Hewitts with straight fronts 5 with tubes. 375	570.	00
2	2 1000 Lamp Soft Lights	25.	00
9	Wehl Domes 40	60.	00
2	Kerner Domes 35	50.	00
2	150 Amp. Spots 400	600.	00
3	100 Amp. Spots 100	160.	00
6	70 Amp. Spots 70	120.	00
3	35 Amp. Spots 50	75	00
1	500 Watt Spot with dimmer	75.	00
1	1000 Watt Spot with dimmer	85	00
1	Excelsior Photo Lamp	80.	00
1	[illegible] Winfield Kerner Spot	100.	00
[illegible]	[illegible]le Lamps (2 Lab. 2 Sartov's room.) 65	135.	00
[illegible]	[illegible] (Lightning Flashers) Stuff in shop.		

32860

24	6 Way	Plug	Boxes	with	from	50-75'	Stage	Cable	Extension
8	4 Way	"	"	"	"	"	"	"	"
5	3 Way	"	"	"	"	"	"	"	"

Also see extra extensions on reels.

1905ft 500000 CM Cable AWG @ 150

600ft 500000 CM 5352

600000 459591 per 1000ft

500000 439764 " "

400000 359192 " "

CHARLES FLEISCHER
317 EAST SEVENTEENTH STREET
NEW YORK CITY

March 1. '25

Dear Mr. Griffith —

Now that you are making a last picture for United Artists, I wonder if you could not — and would not — give me the privilege of being "among those present"? I want at last to get into the atmosphere — and to see and feel for myself how the Master works!

I assure you I would not be in the way, though I mean to be all eyes and ears — and mouthless — except as a good little child, "When spoken to." And I hope you remember your promise, of last Summer, that when (it was then if) you join "Famous", you will try to make a place for me at your side.

Meanwhile — with cordial greetings and great regard — I remain sincerely yours

Charles Fleischer

HAMILTON NATIONAL BANK
[illegible] WEST 42ND STREET
NEW YORK
[illegible]

March 6, 1922.

Mr. A. H. T. Banshaf, Secretary,
D. W. Griffith, Inc.,
130 West 42d Street,
New York City.

Dear Mr. Banshaf:

At my request Mr. Pipe has made a complete report of his discussion with you in regard to the suggested loan and I have reviewed the situation with him today. There really does not seem to be any basis which would permit us to contemplate your situation at the present time.

It is my understanding that it is impossible for you to definitely encumber the assets of your Company without the consent of your Class A stockholders and as they are scattered, it would seem a very difficult thing to reach the necessary number of them.

Again, the substantial indebtedness to the Allied Artists really makes them a preferred creditor and, of course, a bank loan could not take second place under any circumstances.. Under all of the conditions recited it would seem to me that you are fortunate in securing a commitment from the finance company mentioned, but, of course, we could not contemplate a rediscount of this obligation.

Regretting our inability to serve you along the lines suggested and with my very best wishes for your success in working out the problem presented, I remain

Yours very truly,

A H Emery

President

ACE:RF

March 2nd 1925.

Messrs. Green and Hurd,
43 Exchange Place,
New York City.

Attention Mr. Emerson G. Davis.
Re: Van Beuren - Griffith
without prejudice.

Dear Mr. Davis:

I am enclosing herewith check of D.W.Griffith, Incorporated to the order of N.Y. and Van Beuren Bill Posting Co., under date of March 2nd 1925, in the sum of $600. on account of note held by N.Y. and Van Beuren Bill Posting Company on the Griffith Company in the sum of $2400. Will you kindly give credit for this amount?

We will send you the balance, viz: $1800. in three monthly payments of $600. each, and on payment of the last check you are to surrender the old note which I believe was not surrendered, together with the new note, which the Griffith Company made to Mr. Van Bueren for the sum of $2400. to take up the old one and which has also been retained by them.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

AHTB/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

117

GREENE AND HURD
COUNSELLORS AT LAW
44 EXCHANGE PLACE
NEW YORK

RICHARD I. GREENE
GEORGE E. HURD
FRANCIS H. STEPHENS
JOHN LYCHENT
DANIEL P. MURPHY
CHARLES H. GREENE
FRANCIS E. HEMLIN

March 8, 1925.

Albert H.T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

We acknowledge receipt of your letter of March 2, 1925 enclosing check of D.W. Griffith, Inc. to the order of "N.Y. and Van Beuren Bill Posting Co." in the sum of $600. Please accept our thanks for the check, which we are forwarding to our client, together with a copy of your suggestion with respect to payment of the balance due. As soon as we hear from the client we will communicate with you further.

Please note that the correct name of our client is "Van Beuren and New York Billposting Co."

Yours very truly,

GREENE & HURD

By Emerson F. Davis
Emerson F. Davis.

EFD:MJR

9 2/25

D. W. GRIFFITH, INC.

REPORT AND ACCOUNTS

* * * * *

DECEMBER 31, 1924

PRICE, WATERHOUSE & CO.
56 PINE STREET
NEW YORK

PRICE, WATERHOUSE & Co.

90 PINE STREET

NEW YORK March 2, 1925.

D. W. Griffith, Inc.,
1476 Broadway,
New York, N. Y.

Dear Sirs:-

Under date of October 28, 1924 we reported to you upon the examination of the accounts of your company for the six months ending June 30, 1924, and in accordance with your instructions have now completed our examination of the books and accounts to December 31, 1924, and submit our report thereon together with the following exhibits:

Exhibit I - Balance sheet as at December 31, 1924

" II - Statement of profit and loss for the year ending that date

SCOPE OF AUDIT

During the course of our visits to the studio we examined all vouchers on file, checked the postings to the general ledger, and the footings of the cash books and voucher register, and verified that the production income taken up was in agreement with the weekly reports of the distributors. While it was not practicable to verify in detail all transactions, tests of the postings to subsidiary records were made and these indicated that the records were correctly kept. We also made tests of the studio laboratory operations.

The results of our examination and such information relative to the statements submitted as appears to be of interest, are contained in the following report:

PROFIT AND LOSS.

Exhibit II shows in considerable detail the results of operations for the year under review.

The loss of $403,293.91 is arrived at as follows:

Depreciation on plant and equipment	$102,855.54	
Miscellaneous expenses	124,799.74	
		$227,655.28
Less - Excess of income on pictures over costs charged off		17,585.18
		$210,070.10
Unproductive expense not absorbed in cost of film		65,301.15
Interest and commission on borrowed money		138,266.21
		$413,637.46
Less - Cash surrender value of life insurance policies, profit on sale of scenarios and miscellaneous income		45,040.79
		$368,596.67
Add - Advances to C. & H. Corporation written off		34,697.24
Net loss for the year		$403,293.91

The excess of income on pictures over costs charged off as above is distributable to the individual pictures as follows:

	Gross income	Costs written off	Gross profit or loss
Isn't Life Wonderful	$ 6,914.29		$ 6,914.29
America:			
Rental income	556,691.67	$ 435,785.57	120,906.10
Exploitation	480,966.83	480,966.83	
The White Rose	191,618.32	400,128.37	208,510.05
One Exciting Night	62,910.32	101,291.36	38,381.04
Orphans of the Storm	71,041.62	53,166.83	17,874.79
Way Down East	100,531.44	9,535.20	90,996.24
Dream Street	15,793.72	1,231.45	14,562.27
Love Flower	12,764.95	2,684.80	10,080.15
Broken Blossoms	3,104.01	1.24	3,102.77
Hearts of the World	39.66		39.66
	$1,502,376.83	$1,484,791.65	$ 17,585.18

The excess of costs over income with respect to "One Exciting Night" and "The White Rose" was due to the fact that material falling off of income on these pictures made it necessary for the officials to charge off amounts substantially in excess of their original estimates. The excess charged off during the past year over the original estimates was approximately $325,000.00 in the case of "The White Rose" and $60,000.00 in the case of "One Exciting Night." The latter picture having been released two years is now entirely written off and of "The White Rose" costs there remains a balance of $100,000.00.

The officials have fixed a rental value of $1,500,000.00 for the picture "America," released August 17, 1924, and on this basis 73% of income received is being applied against costs. There is included in the cost of this picture $157,003.89, being the difference between exploitation expenses of $637,970.72 and income thereon of $480,966.83. Our audit did not include a verification of the exploitation expenses.

No write-off was made on "Isn't Life Wonderful" since this picture was not released until the latter part of December 1924 and rentals from two theatres only were received within the period under review.

The remaining pictures listed above have all been written off and no further direct charges other than replacements should be expected.

A summary of the amount charged for interest and commission follows:

Interest on:		
Trade acceptances, notes issued for trade accounts, etc.	$ 8,064.85	
Bank loans	26,550.44	
Other loans	15,202.91	
Mortgages	13,968.14	
Purchase accounts	2,137.06	
		$ 65,923.40
Carried forward		$ 65,923.40

Brought forward		$ 60,923.40
Commission:-		
Bonus charged for loan of $200,000.00 from Mr. F. A. Powers	$50,000.00	
Commissions paid in respect of "Way Down East":		
To Mr. Elmer D. Clifton	5,500.00	
On rentals in excess of a fixed aggregate	14,422.81	
Sundry	4,420.00	
		73,342.81
		$133,266.21

The charge for bad debts includes the following items, all past due and considered by the officers of the corporation to be uncollectible:

Allied Artists, 1921 lithograph bills	$2,269.70
do sundry bills 1923 and prior	2,299.59
Ideal Films, Ltd., December 1923	495.45
O'Donnell Films Co., January 1923	5.52
M. M. Stearns, December 1922	48.25
R. Goodman, February 1923	9.00
Typhoon Fan, October 1923	50.00
Transocean Film, August 1922	281.50
Rex Film, April 1922	15.48
J. J. McCarthy, April 1921	313.70
International Variety, June 1924	70.91
Theatre Contingent Fund, Ryan	45.00
Lee Benoist, account receivable debit balance	50.00
B. F. Porter, do	237.84
	$6,191.94

During the year the scenario "Brass Bowl" carried at $15,000.00, was sold to Fox Film Corporation for $11,000.00 - a commission of $500.00 being paid to the American Play Co. for negotiating the sale. The scenario "White Slave" carried at $25,000.00, was sold to Mr. J. C. Epping, Treasurer, for $50,000.00, the sale being approved by the board of directors at a meeting held September 22, 1924,- Mr. Epping not voting. Both of these sales were for cash.

Included in miscellaneous income is the sum of $3,900.00 owed to Mr. A. H. T. Banzhaf, Secretary, for back salary, which was cancelled by him.

BALANCE SHEET

During the past year there was a net reduction in the value of fixed assets amounting to $1,546.60, the details of which were classified on the books as follows:

Miscellaneous equipment purchased	$1,762.50	
Furniture and fixtures purchased	435.90	
		$2,198.40
Less:		
Timber cut and sold as used in production	$3,700.00	
Typewriter sold	45.00	
		3,745.00
Net reduction		$1,546.60

Vouchers inspected by us indicated that the charges to fixed assets as above, were properly capitalized.

Depreciation was provided at the following rates:

10%	per annum on the	administration building
5%	do	new studio and laboratory
5%	do	sprinkler system
10%	do	studio equipment
25%	do	autos and trucks
10%	do	furniture and fixtures
25%	do	props, wardrobe and scenery

Under date of January 2, 1925 an agreement was entered into with Mr. E. W. Hammons of New York City, covering the sale of the land, comprising substantially 28½ acres, together with the buildings and improvements thereon. The agreement is subject to ratification by the Class A stockholders, the deed to be delivered on or before April 15, 1925. It stipulates that the corporation may remove all personal property, machinery, fixtures, etc. and must vacate not later than May 2, 1925.

Should this sale be consummated, a loss of $492,600.30, based on book values at December 31, 1924, will be sustained, for which as yet no

provision has been made on the books. The details of this amount are as follows:

	Total	Reserve to Dec.31,1924	Net value
Land, July 1, 1920 appraisal	$ 500,000.00		$500,000.00
Buildings and equipment, July 1, 1920 appraisal	525,000.00	$109,240.15	419,027.56
Buildings and equipment, 1920 additions	3,267.71		
Easement, July 1, 1920 appraisal	16,200.00	...	16,200.00
Tanks, do	4,500.00	1,744.87	2,755.13
Sprinkler system, purchased at various dates subsequent to July 1, 1920	49,115.92	9,498.31	39,617.61
	$1,098,083.63	$120,483.33	$977,600.30
Sale price			485,000.00
Loss if sale be consummated			$492,600.30

We are informed that the studio equipment will be sold and it is considered unlikely that the book value of these assets will be realized. The resulting loss cannot be determined at the present time and no provision for it has been made in the accounts.

At December 31, 1924 the fixed assets were insured against fire for approximately $70,000.00. This protection would appear to be inadequate even in view of the fact that the purchaser, under the agreement of sale, waives loss or damage by fire.

CASH SURRENDER VALUE ON LIFE INSURANCE POLICIES:

The cash surrender value of the insurance policies covering the life of Mr. David W. Griffith, was verified by certificates received from the assurers.

Insurance on the life of Mr. Griffith is in the total amount of $500,000.00 and all policies were examined by us except that of the Travelers for $150,000.00. The Travelers policy is on deposit with the Central Union Trust Co. as collateral for a loan. We were informed that as soon as

this policy is released, the company would be named as beneficiary thereunder, to conform to Article Seven of the Certificate of Incorporation.

INVENTORIES:

The values carried forward for released film are as follows:

The White Rose	$ 192,919.73
America	757,932.95
Isn't Life Wonderful	296,224.06
Seven pictures carried at a nominal value of $1.00 each	7.00
	$1,155,083.79

The above values for "The White Rose" and "America" are carried below cost, at values based on estimates made by the officials, the correctness of which depends entirely upon the future income from these pictures. The picture "Isn't Life Wonderful" is carried at cost.

For the year ending December 31, 1924, Mr. Griffith received a salary of $56,000.00 instead of $200,000.00, in view of the corporation's financial position. Had Mr. Griffith received his full salary an increase of $84,000.00 in the cost of "America," and $48,000.00 in the cost of "Isn't Life Wonderful" would have resulted.

ACCOUNTS RECEIVABLE:

Legal proceedings, we have been informed, have been instituted to recover the amount charged to Al. Jolson and considerable time will probably be required for settlement.

The G. & H. Corporation, we were informed, is owned or controlled by your Vice President, Mr. Grey, and was formed for the purpose of completing the picture "His Darker Self." As stated in our report on the accounts of your company as at June 30, 1924, after the G. & H. Corporation have recovered the advances made by them, this account is recoverable from the earnings of the picture. We have not audited the expenditures by the G. &

H. Corporation for the completion of "His Darker Self," but a statement prepared at our request and approved by Mr. Grey, shows that the G. & H. Corporation as at January 1, 1925 had received and retained rentals aggregating $37,341.57. This statement shows that there was applied against the above earnings an amount of $24,374.93 for "release expenses and prints" and that the balance of the earnings thus received, viz.,$12,466.64, was paid on account of a loan to Manufacturers Trust Co. According to this statement also, liabilities of $83,533.36 remain to be paid before D. W. Griffith, Inc. can share. It was evident that recovery of the amount due was only remotely possible and the officials therefore have provided a reserve for the full amount due.

The accounts receivable from employees include $3,927.12 owed by Mr. Grey, your Vice President, for advances and other charges, from December 1920 to September 1923.

CASH:

A summary of the cash is as follows:

In banks, verified by means of certificates obtained from the depositaries	$628.99	
Less - Overdraft on payroll fund	632.65	
Net overdraft		$ 3.66
Petty cash counted December 31, 1924		250.00
Laboratory petty cash counted January 12, 1925		100.00
Construction petty cash counted January 12, 1925		100.00
English contingent fund not verified		216.36
		$662.70

DEFERRED CHARGES:

The amounts carried forward as deferred charges are properly chargeable to future operations and represent prepaid insurance premiums.

On insurance policies covering buildings, machinery, etc.	$1,843.55
On the life of D. W. Griffith	4,225.95
	$9,775.50

MORTGAGES:

The mortgages outstanding at December 31, 1924, as confirmed by the holders thereof are:

E. E. Smithers 6%:		
Instalment due September 18, 1923, but extended, so we are informed, to September 18, 1924, unpaid at December 31, 1924	$50,000.00	
Instalment due September 18, 1924	17,500.00	
		$ 67,500.00
R. L. Erb:		
5½% due July 2, 1924	$10,000.00	
6½% due September 18, 1924	50,000.00	
Unpaid instalment on account	1,800.00	
		61,800.00
		$129,300.00

In consideration of extension of payment dates, interest is now being paid at the rate of 10% on all mortgages.

LOANS FROM BANKS:

Loans were confirmed by banks as follows:

Central Union Trust Company:		
Demand	$29,011.66	
"	50,000.00	
		$ 79,011.66
Empire Trust Company, demand		250,000.00
First National Bank, Mamaroneck, January 2, 1925		7,500.00
		$336,511.66

By an agreement authorized at a special meeting held on October 18, 1923, as detailed in our report of June 28, 1924, six pictures, $150,000.00 of life insurance, and the deeds to all real property at

Mamaroneck, were pledged as security for the Central Union Trust Company loan. As of December 31, 1924 the Trust Company informed us that they held two additional pictures, 500 shares of United Artists Corporation common stock, and 375,000 shares Class B stock of D. W. Griffith, Inc.

By an agreement authorized at a special meeting held on June 27, 1924, the picture "Isn't Life Wonderful" and all income received thereon, were pledged as security for the Empire Trust Company loan.

The First National Bank, Mamaroneck, informed us that they held 300 shares of United Artists stock as security for the loan from them.

Loand from others comprise:

D. W. Griffith	$ 65,541.12
J. C. & Florence Epping	93,489.98
L. Shubert	12,000.00
P. A. Powers	193,066.67
R. Richter	2,000.00
	$366,097.77

The loan from Mr. Powers is secured by the same collateral (with the exception of the life Insurance policy of $150,000.00) as was originally pledged to the Central Union Trust loan above,- Mr. Powers' interest being subordinate to the lien of the Trust Company. This loan was authorized at a meeting held January 24, 1924.

The J. C. and Florence Epping loans are secured by the story "Twinkeltoes." Other collateral authorized at a meeting held April 3, 1924 was as follows:

Story - The White Slave - since purchased by Mr. J. C. Epping
Pictures:
Broken Blossoms) released by Mr. Epping and pledged
Hearts of the World) to Central Union Trust Co.

NOTES GIVEN FOR PAYROLLS AND SUNDRIES, TRADE ACCEPTANCES AND ACCOUNTS PAYABLE:

The total liability shown under this caption includes $130,553.52 owing to distributors as follows:

Net amount paid in advance on account of company's share of film income from pictures currently distributed, as shown by statements from the distributors	$ 48,762.80
Additional share of film income with respect to prior years allowed distributors	81,790.72
	$130,553.52

There are also included commissions payable of $9,874.05 and $9,000.00 covered by notes issued to Messrs. Kohlman and Austrian attorneys, for Mr. Ivor Novello, representing the agreed compromise of a claim for additional salary made by Mr. Novello.

The balance of this account, viz., $281,034.46, represents unpaid bills and accruals. The company issues trade acceptances and notes to creditors but no record of such is made on the books, therefore the liabilities so covered and other unpaid accounts are merged in one account on the balance sheet. We were informed that at December 31, 1924 there was approximately $20,000.00 in trade acceptances and $72,000.00 in notes outstanding included as accounts payable.

All other liabilities at December 31, 1924, as disclosed by our examination, were properly included in the accounts and we obtained a certificate from the treasurer to the effect that all ascertainable liabilities at December 31, 1924 were properly recorded on the books as at that date.

GENERAL

Contracts have been entered into between Mr. D. W. Griffith, the D. W. Griffith Corporation and Famous Players-Lasky Corporation, under the terms of which Mr. Griffith is to direct three pictures for the latter company. These contracts provide that the Famous Players-Lasky Corporation is to pay $500,000.00 for Mr. Griffith's services. The contracts also provide for the payment, under certain conditions, of a portion of the net profits in addition to the above named amount, and for the payment of a bonus if the cost of production is held within certain limits. Mr. Griffith has one more picture to make for distribution through United Artists Corporation, after which the contract with Famous Players-Lasky Corporation is to take effect.

Yours very truly,

Price Waterhouse & Co

EXHIBIT I

D. W. G R I F F I T H, I N C.

B A L A N C E S H E E T

DECEMBER 31, 1924

Subject to remarks contained in report of Price, Waterhouse & Co. dated March 2, 1925

Assets

FIXED ASSETS:-			
Real estate and appurtenances, studio and auxiliary equipment, props, wardrobe and scenery:			
At June 30, 1920, per appraisal of the Coats and Burchard Co.	$1,486,800.00		
Additions since that date at cost	131,936.62		
	$1,618,736.62		
Less - Amount reserved for depreciation	340,533.55		$1,278,253.07
GOODWILL, CONTRACTS WITH STARS, ETC.			802,843.83
INVESTMENTS AS VALUED BY D. W. GRIFFITH (Pledged as security to loan per contra)			35,000.00
CASH SURRENDER VALUE OF POLICIES ON LIFE OF D. W. GRIFFITH			29,109.92
INVENTORIES (Pledged as security to loan per contra):			
Released film and prints (as determined by officials)		$1,155,083.79	
Raw film		1,914.49	
Scenarios		5,600.00	1,162,598.28
ACCOUNTS RECEIVABLE:			
Al Jolson (in litigation)		$ 71,696.22	
G. & H. Corporation (recoverable only from rental income on picture His Darker Self)	$34,697.24		
Less - Provision for loss of amount due	34,697.24		
Officers and employees		4,100.43	
Sundries		1,130.76	76,927.41
CASH			662.70
DEFERRED CHARGES TO FUTURE OPERATIONS			9,772.50
ORGANIZATION EXPENSE, less amount written off			44,091.67
Total assets			$3,439,279.38
DEFICIT:			
Balance, January 1, 1924		$ 738,797.92	
Add - Loss for the year ending December 31, 1924		403,293.91	1,142,091.83
			$4,581,371.21

Liabilities

MORTGAGES, overdue	$ 149,300.00
LOANS FROM BANKS: Secured by and payable from receipts from released film, also by assignment of policy on life of D. W. Griffith, and stock of United Artists owned by D. W. Griffith, Inc.	336,511.64
LOANS FROM OTHERS: Secured as above subject to prior lien of banks	366,097.77
NOTES GIVEN FOR PAYROLLS AND SUNDRIES, TRADE ACCEPTANCES AND ACCOUNTS PAYABLE	430,462.03
RESERVE FOR CONTINGENCIES	35,800.00
CAPITAL STOCK:- Represented by: 121,693 shares Class A stock of no par value (125,000 shares authorized) 375,000 shares Class B stock of no par value	3,283,199.75
	$4,581,371.21

EXHIBIT 11

D. W. GRIFFITH, INC.

STATEMENT OF PROFIT AND LOSS

FOR THE YEAR ENDING DECEMBER 31,1924

* * * * *

Income			$1,502,376.63
General expenses:			
Miscellaneous		$ 44,091.53	
Loss on operation of laboratory		4,621.00	
Loss on operation of restaurant		7,322.97	
Revenue stamps and taxes		425.13	
Sundry taxes		13,395.61	
Bad debts		6,191.94	
Insurance		43,346.31	
Depreciation of -			
Administration building	$10,000.00		
Studio and laboratory	21,413.33		
Sprinkler system	2,455.30		
Studio equipment	22,327.56		
Automobiles and trucks	6,216.72		
Furniture and fixtures	942.03		
Props, wardrobe and scenery	39,500.00	102,355.54	
			227,655.23
			$1,274,721.55
Production costs not absorbed in cost of film:			
Unproductive expense			65,301.15
			$1,209,420.40
Interest and commissions paid			138,266.21
			$1,071,154.19
Road show expenses charged against exploitation income:			
Total expenses $637,970.72 (of which $491,708.28 were not audited by Price, Waterhouse & Co.) balance of $157,003.89 added to exploitation cost America			480,966.83
			$ 590,187.36
Deduct - Cost of production and prints written off by company against income:			
America	$435,785.57		
The White Rose	400,128.37		
One Exciting Night	101,291.36		
Orphans of the Storm	53,166.83		
Way Down East	9,535.20		
Dream Street	1,231.45		
Love Flower	2,684.80		
Broken Blossoms	1.24		1,003,824.82
			$ 413,637.46
Add:			
Cash surrender value of policies on life of D. W. Griffith		$ 10,624.17	
Net profit on sale of scenarios "Brass Bowl" and "White Slave"		20,500.00	
Miscellaneous income		13,916.62	45,040.79
			$ 368,596.67
Deduct - Provision for amounts advanced to G. & H. Corporation			34,697.24
Loss for year ending December 31, 1924			$ 403,293.91

D. W. GRIFFITH, INCORPORATED

BALANCE SHEET, DECEMBER 31st, 1924

SUBJECT TO REMARKS CONTAINED IN REPORT OF PRICE, WATERHOUSE & CO., DATED MARCH 4, 1925

ASSETS

FIXED ASSETS:—		
Real estate and appurtenances, studio and sundry equipment, props, wardrobe and scenery:		
At June 30, 1923, per appraisal of the Costa and Burchard Co.	$1,486,820.00	
Additions since that date at cost	131,966.62	
	$1,618,786.62	
Less—Amount reserved for depreciation	340,533.55	
		$1,278,253.07
GOODWILL, CONTRACTS WITH STARS, ETC.		802,863.83
INVESTMENTS AS VALUED BY D. W. GRIFFITH (Pledged as security to loan per contra)		35,000.00
CASH SURRENDER VALUE OF POLICIES ON LIFE OF D. W. GRIFFITH		29,109.92
INVENTORIES (Pledged as security to loan per contra):		
Released film and prints (as determined by officials)	$1,155,083.79	
Raw film	1,914.49	
Scenarios	5,600.00	
		1,162,598.28
ACCOUNTS RECEIVABLE:		
Al. Jolson (in litigation)	$ 71,696.22	
G. & H. Corporation (recoverable only from rental income on picture His Darker Self) $34,697.24		
Less—Provision for loss of amount due 34,697.24		
Officers and employees	4,100.43	
Sundries	1,130.76	
		76,927.41
CASH		662.70
DEFERRED CHARGES TO FUTURE OPERATIONS		9,772.50
ORGANIZATION EXPENSE, less amount written off		44,091.67
Total assets		$3,439,279.38
DEFICIT:		
Balance, January 1, 1924	$ 738,797.92	
Add—Loss for the year ending December 31, 1924	403,293.91	1,142,091.83
		$4,581,371.21

LIABILITIES

MORTGAGES, overdue	$ 129,360.00
LOANS FROM BANKS: Secured by and payable from receipts from released film, also by assignment of policy on life of D. W. Griffith, and stock of United Artists owned by D. W. Griffith, Inc.	336,511.66
LOANS FROM OTHERS: Secured as above subject to prior lien of banks	366,097.77
NOTES GIVEN FOR PAYROLLS AND SUNDRIES, TRADE ACCEPTANCES AND ACCOUNTS PAYABLE	430,462.03
RESERVE FOR CONTINGENCIES	35,800.00
CAPITAL STOCK: Represented by: 121,895 shares Class "A" stock of no par value (125,000 shares authorized) 375,000 shares Class "B" stock of no par value	3,283,199.75
	$4,581,371.21

MARY PICKFORD
HOLLYWOOD, CAL.

March
3rd
1925.

Dear Mr. Griffith:

Your prompt and generous response to the plea of the Motion Picture Relief Fund is most encouraging.

We hope that this organization will fill a long felt void and prove a friend in need to the less fortunate in our profession; in fact, be to the motion picture world what the Actors' Fund has so long and faithfully been to that of the stage. Your enthusiasm and co-operation will mean much in helping us to build a splendid and enduring structure.

With sincere appreciation and many thanks, I am

Gratefully,

Mary Pickford.

Mr. D.W. Griffith,
Mamaroneck,
Long Island, N.Y.

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

144

WILL H. HAYS
PRESIDENT

J. ROBERT RICHARDS
ACTING TREASURER

March 5, 1925.

Mr. H. A. Dwire, Editor,
The Twin-City Sentinel,
Winston - Salem,
N. C.

PERSONAL

My dear Mr. Dwire:

Your editorial of January 17th entitled "Patronizing the Best", was handed me upon my return from California where I went for the semi-annual meetings. I have read it with interest and want you to know of my appreciation.

With kind regards and best wished always, I am

Sincerely yours,

COPY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

H. R. Lewis

question.

PATRONIZING THE BEST

The Sentinel received recently from Will H. Hays, president of the Motion Picture Producers and Distributors of America, a letter relating to the public support, or rather lack of support, of many good films. He enclosed newspaper clippings from a number of cities indicating too little public patronage for the best pictures. And yet the public is constantly calling for better pictures. It must be obvious, we think, that such pictures cannot be maintained on meagre patronage.

This is simply preliminary to saying that the great D. W. Griffith motion picture, "America," will be shown here next week.

We believe the Winston-Salem people will demonstrate by their patronage on the days the picture is shown here the fact that they are ready and willing to support the best in the way of pictures.

REASONABLE.

TWIN-CITY SENTINEL

[illegible]

MEMBER THE ASSOCIATED PRESS

The Associated Press is exclusively entitled to the use for republication of all news dispatches credited to it or not otherwise credited in this paper and also the local news published herein.

TELEPHONE CONNECTIONS

Business Manager and Bookkeeper [illegible]
Advertising Dept. [illegible]
Circulation and Press [illegible]
Circulation Dept. [illegible]
Managing Editor [illegible]
City Editor [illegible]
Society Editor [illegible]

SUBSCRIPTION RATES

Weekly contributions and prospects of the TC each week, in terms indicated below, should be charged as follows:

BY CARRIERS

One year [illegible]
Six months [illegible]
Three months [illegible]
One month [illegible]

BY MAIL

One year [illegible]
One month [illegible]
Single copies everywhere [illegible]

Entered as second-class matter at the postoffice in Winston-Salem, N. C., under the act of October 2, 1911.

[illegible]

March 3rd 1926.

Schlesinger & Schlesinger,
National City Bank Bldg., East 42nd St.
New York City. Re: Pease vs. Griffith.

Gentlemen:

Pending settlement of the above action and in accordance with our understanding, this confirms adjournment of the motion which is set for March 4th to the 11th day of March, the same time and place.

Thanking you for your courtesy and trusting to hear from you at your early convenience with relation to the offer of settlement which I made to you recently, I remain

Very truly yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

GREENE AND HURD
COUNSELLORS AT LAW
14 EXCHANGE PLACE
NEW YORK

RICHARD T. GREENE
GEORGE E. HURD
FRANCIS R. STEPHENS
JOHN L. CRONIN
DANIEL W. MURRAY
CHARLES F. MERRIAM
FREDERIK W. HEMLIN

March 5, 1935.

Albert H.T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

Re: Van Beuren - Griffith.

Our client has instructed us to say that your proposal to have your client pay the balance due on the note in three monthly installments is entirely unacceptable. Unless your client is prepared to do much better than you have indicated we see no alternative to an action on the note. We hope that your client will make suit unnecessary but at present our instructions are to proceed and we therefore suggest that if your client desires to avoid the suit it take up the matter immediately.

Yours very truly,

GREENE & HURD

By Emerson F. Davis.

EFD:MJR

5/4/25.

"TENTATIVE ESTIMATE"

"TOTTY"

BASED ON 9 WEEKS SHOOTING

Scenario	$6000.00
Direction	15000.00
Acting	41150.00
Wardrobe	7500.00
Sets	25000.00
Locations	18000.00
Light & Storm	10000.00
Hall Method	1500.00
Miscellaneous	2000.00
Negative & Print	20000.00
Titles & Inserts	2500.00
Overhead	21997.50
	$168647.50
Unforseen	16864.75
	$185512.25

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Schlesinger & Schlesinger
Counsellors at Law

National City Bank Building
Madison Avenue & 42nd Street
New York

March 4th, 1926.

Albert H.T. Bansbaf, Esq.,
130 West 42nd Street,
New York City.

Dear Sir:- Re: Pesse vs. Griffith

Acknowledging receipt of your letter of the 3rd inst., we must bring to your attention that you have evidently forgotten the facts herein.

If you will recall, you suggested to us to offer to our client without prejudice the amount of $1500. by way of settlement. We then communicated with you and advised you that our client would not entertain same, and you in turn stated that you would communicate with your client and endeavor to obtain a larger offer. We stated to you at the time that our client felt disposed to go to Court unless he received the full amount - possibly making some small allowance.

We would appreciate it if you would advise us within the next 48 hours what disposition your client intends making in this matter.

Very truly yours,

SCHLESINGER & SCHLESINGER
BY W.C.B. Amerys
P.

WCBS/G

COPY

UNITED ARTISTS (AUST.) LTD.,
61 Castlereagh Street
Sydney March 6th, 1923.

Mr. Hiram Abrams,
Governor General,
United Artists Corp.,
729 Seventh Ave. N.Y.

Dear Mr. Abrams:

General Report month ending Feb. 28, 1923.

I beg to submit for your information General Report as follows:

1. MATTERS OF IMPORTANCE POLITICAL, ECONOMICAL OR OTHERWISE AFFECTING THE OPERATIONS AND MAINTENANCE OF EACH EXCHANGE.

NEW SOUTH WALES.

As predicted in last report, our suburban bookings for DOROTHY VERNON yielded considerably more money than ROSITA for the reason that DOROTHY VERNON has proved a very good Box Office attraction in practically every theatre played to date. There seems not the slightest doubt now that the adverse results received on ROSITA were due to the effect of Paramount putting out THE SPANISH DANCER prior to ROSITA in almost every centre. I might mention that at the time we were fully ~~advised~~ alive to the situation, but on account of the delay in receiving our prints, etc., Famous Players got the advantage.

THE TEN COMMANDMENTS still continues its record-breaking run at the new Prince Edward Theatre, Sydney, and there is no sign of the business falling off whatsoever.

Owing to the long run that this picture is having at the Prince Edward Theatre, First National Pictures have sold their one outstanding attraction for the year, namely, THE SEA HAWK to the Crystal Palace, and it is listed to follow the present extended run attraction there, namely the Australian made production THE MYSTERY OF A HANSOM CAB, which certainly is doing very good business.

Universal have also contracted with Union Theatres to place THE HUNCHBACK OF NOTRE DAME for an extended run at the Crystal Palace, following THE SEA HAWK.

The tendency at the Crystal Palace seems to be for the long run policy to be better for each successive long run picture, as THE SEA HAWK looks like receiving a seven or eight weeks' season, although from information I have received in order that the run of this attraction will be longer than any that has gone into the Crystal Palace for a long time past, First National Pictures are prepared to guarantee Union Theatres against loss if they will keep the picture on after it has dropped below payable business. The lengths ~~at~~ to which this Company will go in order to create a booking goodwill on this attraction are extraordinary, and the money spent by them to aid the exploitation campaign is only having the effect of spoiling Union Theatres entirely, and allowing them to lie down on their end of the exploitation, thus increasing the difficulties in booking outstanding attractions to them in the future, where the Exchange is rightly not prepared to spend one-half their film rental on publicity.

VICTORIA (including the subsidiary territory of South Australia)

THE THE CONQUERORS is still playing to practically capacity business at the Capital Theatre, Melbourne, and is in its sixteenth week there.

Mr. F. A. Gibson, General Manager of Australasian Films, Ltd. and Mr. F. S. Thring, Managing Director and General Manager of the Melbourne City Theatres and Suburban Combine, have returned from England. It is understood that Mr. Thring is not pleased with the working of the Melbourne Suburban Combine, and it is a very good possibility that a break will occur at no very distant date, which will be all to the advantage of the Film Exchanges, who at the present time are faced with either accepting the one offer for every suburban theatre in Melbourne (sixty odd, 60 - in all) or stay out.

SOUTH AUSTRALIA Same as last report

QUEENSLAND

The Northern portion of this territory has been thoroughly disorganised by the most extraordinary floods, tornadoes, etc. ever experienced in the history of the country. Time and again film dispatches have been held up by washaways, and in our case, where the obtaining of dates is always difficult, it has been particularly unfortunate, and it will be necessary to despatch our Queensland Branch Manager to this Northern territory to straighten out the dozens of tangles that have arisen in consequence.

It may be of interest to note that communication to the Northern territory of Queensland is by one single rail line only, or by coastal steamers; the latter in rough weather cannot run to schedule time, as the port facilities are very inadequate in this vast semi-developed area. Actual conditions of travelling were dealt with fully in my last report, and when to this is added complications arising from floods, etc. it can be seen that the administration of the Queensland territory at times is very difficult.

WEST AUSTRALIA Conditions in this territory are as previously reported.

NEW ZEALAND

The Infantile Paralysis Epidemic is still crippling business throughout this territory, and so far the restrictions against attendances at picture theatres of children under sixteen years of age show no sign of being lifted, and naturally as time goes on the slump is becoming more and more pronounced. Fortunately during this period we have very little to release, and by the time the new pictures listed arrive, it is to be hoped the worst of the epidemic will be over.

In one or two instances we have postponed first releases on THE THIEF OF BAGDAD, and small pictures, in order to try and safeguard our revenue under the percentage clauses of the contracts.

2. CHANGES IN PERSONNEL OR SALARIES

HEAD OFFICE. Miss E. W. Shaw's salary has been increased by £1 per week, in accordance with the arrangements entered into with her upon entering the service of United Artists.

The Messenger Boy has been changed, and the new lad's name is S. Reed, salary £2/5 per week, this being a saving of 5/0.

NEW SOUTH WALES. A further saving has been effected here by dispensing with the services of F. Cox, Branch Office Accountant, who was receiving £7 per week, and by re-arranging the duties slightly, this work is now being taken care of by J. H. McKay, a new officer, who is being paid £3/15/0.

In the REPAIRS DEPARTMENT, on account of dispensing with the services of one of the Film Repairers and Examiners, it has been necessary to raise the salary of the remaining man by 10/0 per week.

Also to take care of the Bookkeeping question, the Booking Clerk's salary has been increased 5/0 per week, as he has been called upon to do extra duties by way of assisting the new bookkeeper. The actual saving therefore in the New South Wales Branch by the re-arrangements is £3 per week.

VICTORIA Same as last report.

ADELAIDE (Sub-Branch of Melbourne Office) Same as last report.

QUEENSLAND Same as last report.

WEST AUSTRALIA Same as last report

NEW ZEALAND Same as last report

3. PICTURES RELEASED AND NOW RECEIVED IN EACH TERRITORY.

THE LAST MOMENT was released at the Paramount Theatre, Wellington, New Zealand, on the 6th inst. On the same date and at the same theatre THE EXTRA GIRL was also released, thus making the programme a double feature bill of United Artists' attractions. Both pictures played to fair business.

Similarly on the 13th inst. THE LOVE PIKER and BLIND BARGAIN were released at the Paramount Theatre and drew fair patronage.

On the 20th February NO MORE WOMEN and BACKBONE were released simultaneously at the Paramount Theatre, Wellington, but the business for that week was not as good.

DOROTHY VERNON was released at the Octagon Theatre, Dunedin, N.Z. on the 27th February, and opened to exceptionally good business considering the Infantile Paralysis Epidemic conditions, weather, etc. in this centre.

THE EXTRA GIRL opened at the Tivoli Theatre, Auckland, N.Z. on the 27th February, but was not well received.

THE THIEF OF BAGDAD commenced its second run at the Strand Theatre, Melbourne, on the 27th February, but owing to weather conditions, business proved very poor.

On the 15th February THE THIEF OF BAGDAD played its first Suburban engagement in Melbourne, at the Victory Theatre, St. Kilda, to exceptionally good business. St. Kilda is a very high oclass suburb, the pictures was very much appreciated, but in the industrial suburbs of Melbourne, the opposite result obtained.

4. MISCELLANEOUS INFORMATION OF INTEREST

I have been confidentially informed that Union Theatres are immediately finalising arrangements to commence building a magnificent theatre in Sydney, with a seating capacity of 3,000 on a very excellent site which they have been in possession of for a number of years. Likewise in Melbourne they intend building on the very wonderful site at present occupied by the Strand and Star Theatres (which they intend pulling down) a house of similar capacity and size to that to be erected in Sydney.

The decision on Union Theatres part to build really big theatres has undoubtedly been brought about by the success that has attended the new Prince Edward Theatre in Sydney, and the new Capitol Theatre in Melbourne, each of which played to capacity business since opening, and confounded all the critics who predicted that they would be bad propositions.

Union Theatres apparently realise that if they do not build, somebody else will, and having foreseen the situation that might arise, they are in the fortunate position of having secured their sites.

It is also rumored that they will shortly commence to build another big theatre in Adelaide, South Australia, although this city is well supplied with good theatres at the present time.

MISREPRESENTATION OF AUSTRALIAN CONDITIONS I enclose herewith a cutting from the Motion Picture News of January 24th, 1925, which states that a picture entitled AFTER SIX DAYS was to open for an indefinite run in Sydney and Melbourne, etc. etc. This cutting is exceedingly misleading, inasmuch as a picture of the calibre of the one mentioned has difficulty in receiving even an ordinary release in one theatre of one week in each of these cities. It is only absolutely outstanding attractions that receive an extended run in Sydney and Melbourne, and outside of these two cities no extended runs are given any pictures whatsoever, except in the case of THE TEN COMMANDMENTS which Paramount have road-showed in most of the centres with more or less success.

FILM CENSORSHIP The only picture we have presented to the new Censor for passing was DECAMERON NIGHTS, and this attraction, through being recognised asan all English production received a very favorable treatment, and I could see it was obvious that in passing it with only a few minor cuts, the censor was acting under instructions. The way the new Censor has been acting with other Film Exchanges presenting American pictures for censorship, I have not the slightest doubt that if DEMAMERON NIGHTS country of origin had been United States, the picture would have been unconditionally rejected without the right of reconstruction. As it is, it has been passed both in Australia and New Zealand.

LOVE & SACRIFICE This picture has passed the New Zealand Censor, but the Australian situation at the present time is that a scheme of reconstructions has been submitted, and approval is now awaited to carry this out, and then re-submit the picture for further consideration. It is hard to predict at the present time exactly what the result will be, as it would appear that the Censorship authorities had made up their minds to reject the picture before ever it reached the country. However, from certain private information I have brought to work, I am

inclined to think that it will eventually get through in some mutilated form or other, the result of which on the picture itself is found to be detrimental.

PROGRESS REPORTS ENCLOSED. Whilst, as previously mentioned, the Censor passed the actual picture without some cutting, he was very drastic in censoring the English posters submitted for his approval, the consequence being that I have been forced to order the whole of the posters required for this attraction locally. As the Graham Wilcox people sent no quote as to actual cost price of their posters to us, I am inclined to think that from their ~~xxxxx~~ retail selling price we will be no worse off by having the total requirements done locally, especially as the English specimens that were received here were very poor indeed.

5. OFFERS FOR PRODUCT IN COUNTRIES WHERE WE DO NOT OPERATE. N I L

6. SUGGESTIONS OR RECOMMENDATIONS CONCERNING PRODUCT OR OPERATION.

I would like to draw attention to the fact that the posters for LOVE & SACRIFICE which have been sent out here would have been very much better selected from the point of view of changing the title from AMERICA to LOVE & SACRIFICE. Some of them can be easily altered, but others it will be practically impossible to deal with at all.

re ACCESSORIES GENERALLY. The manner in which accessories arrive for pictures, from our point of view, is capable of considerable improvement inasmuch as seldom do we now receive our complete order in one shipment, nor is there any consistency in the dates of despatch of printing matter in relation to the date of despatch of the actual prints of the film. For instance, one shipment will bring us all the posters and press books, according to our order, but not one single Photo, and may be six weeks will elapse before these arrive, therefore we can never contract for first runs on definite dates until the whole of our printing requirements are received, although in several instances we have been in possession of prints of the picture concerned for a number of weeks.

I strongly recommend that an effort be made to forward the printing requirements in advance of the actual film, or at least simultaneously with it, and that better attention be given to forwarding here in the very first shipment the Press Sheets, Photos, and sets of Mats.

This latter recommendation is most important inasmuch as we have to have done here Daybills, slides and local press sheets, and blocks, which naturally can only be made up after the receipt of the American stills, press books and mats. It will be easily seen if these three latter items dribble along after the posters and prints of the film have been received, our hands are absolutely tied in getting the picture out until such time as the complete orde r arrives.

Yours faithfully,

UNITED ARTISTS (AUST.) LTD.

By R. R. DOYLE
GENERAL SALES MANAGER

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1199

COPY

New York City,
March 5th, 1925.

Mr. Elek John Ludvigh, Sec'y & Treas.,
Famous Players-Lasky Corporation,
485 Fifth Ave., New York City.

Dear Sir:

Relative to your letter of March 3rd to the Motion Picture Capital Corporation, we hereby wish to confirm their letter to you of February 28th and hereby authorize you to pay to the Motion Picture Capital Corporation the $6,000 salary due each week to D. W. Griffith and D. W. Griffith, Inc. this to begin with the check due on March 7th. A copy of the contract between ourselves and Motion Picture Capital Corporation will be forwarded to you later, this letter merely serving as an authorization of payment and a confirmation of their letter to you.

Kindly acknowledge receipt of this letter to ourselves as well as to the Motion Picture Capital Corporation and notify them that you have no notice of any prior liens affecting the above.

D. W. Griffith, Inc.

by J. C. Epping
Treasurer

Albert H. T. Banzhaf
Sec.

New York City,
March 6, 1925.

Mr. Neil Hamilton,
Poldean Court,
Pelham,
New York.

Dear Mr. Hamilton:

Enclosed herewith, you will find payroll check for week ending March 7th, 1925.

You will also find enclosed, check in the amount of $300 together with a statement which is self-explanatory.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.3

A G R E E M E N T

Between

JOSEPH M. SCHENCK

and

UNITED ARTISTS CORPORATION

Dated: March 5, 1925

MEMORANDUM OF AGREEMENT, made in triplicate,

(each copy to be considered for all purposes as an original), and entered into this 6th day of March, A. D. 1925, by and between JOSEPH M. SCHENCK, now residing at 5341 Melrose Avenue, in the City of Los Angeles, County of Los Angeles, State of California, hereinafter designated as PRODUCER, party of the first part, and UNITED ARTISTS CORPORATION, a corporation organized pursuant to the laws of the State of Delaware, and having its principal place of business in the City of New York, hereinafter designated as CORPORATION, party of the second part,

W I T N E S S E T H:

WHEREAS, the producer has been engaged in the production of first class motion picture photoplays with Norma Talmadge, in which Norma Talmadge has portrayed the star female role, and such motion picture productions are well and favorably known to the theatre-going public because of their unusual and extraordinary quality; and

WHEREAS, the producer has under contract Norma Talmadge to render her sole and exclusive services in the production of motion picture photoplays for the said producer; and

WHEREAS, the said Norma Talmadge is well and favorably known to the theatre-going public because of her extraordinary ability as an actress and photoplay artist, and the name of Norma Talmadge has been extensively advertised throughout the United States of America and other parts of the world where motion picture attractions in which Norma Talmadge has appeared have been

exhibited, and the trade name and good will of both Joseph M. Schenck and Norma Talmadge are of great value; and

WHEREAS, said corporation is desirous of inducing said producer to produce a series of so termed SPECIAL FEATURE PHOTOPLAYS for and during the period of this agreement, with Norma Talmadge portraying the star female role in each of said photoplays, and of granting to said corporation the exclusive right, license and privilege of exploiting, marketing and turning to account, and to exhibit, distribute or cause to be exhibited and distributed said photoplays for the period of time and pursuant to the terms, provisions and conditions herein set forth, but nothing herein contained shall entitle the corporation to sell, impair or in any way encumber the title to said photoplays, the negatives and positive prints thereof and story rights connected therwith; and

WHEREAS, said producer is desirous of making a series of SPECIAL FEATURE PHOTOPLAYS, with Norma Talmadge portraying the star female role in each of said photoplays, during the period of time herein provided and of granting unto the corporation the exclusive right, license and privilege to exploit, market, turn to account, exhibit, distribute and cause to be exhibited and distributed the aforesaid series of photoplays, herein referred to as "NORMA TALMADGE SERIES OF PHOTOPLAYS", in the United STATES of AMERICA, and all other parts of the world, for the period and in the manner, and upon the terms and pursuant to the conditions and provisions hereinafter particularly set forth;

NOW, THEREFORE, in consideration of the premises, and the mutual promises and covenants herein contained, and for the further consideration of the sum of One Dollar ($1.00) each to the other in hand paid, the receipt whereof is hereby acknowleged, it

is agreed by and between the parties hereto as follows:

FIRST:

PRODUCTION OF PICTURES.

(a) Said producer agrees to provide at his own expense (including all taxes imposed upon or affecting the production of negatives and positive prints of each of such photoplays), the corporation with a series of at least two (2) special feature motion picture photoplays, in which Norma Talmadge personally shall portray the star character or role, such photoplays to be herein referred to as "NORMA TALMADGE SERIES OF PHOTOPLAYS", per year beginning upon the date of delivery of the last motion picture deliverable to Associated First National Pictures, Inc. under the present contract between the producer and Associated First National Pictures, Inc., dated November 20, 1920, but in no event later than eight (8) months after the delivery of the last picture to Associated First National Pictures, Inc. under the said contract, or sooner termination of said contract (the exact date of the delivery of said first photoplay to be determined by said producer, who shall give a written notice of such date to said corporation of at least four (4) weeks prior to such date), for and during the period not to exceed the next ensuing three (3) years, from the date of the delivery of the first such photoplay, totaling at least six (6) such feature photoplays within such period, to consist of two (2) negatives of each photoplay, and a sufficient number of complete positive copies to satisfy the demand for the use of said photoplay by the exhibitors, not to exceed one hundred fifty (150) copies, cut to conform to the sample print before said delivery and ready for projection purposes, as each photoplay is to be exhibited in the United States of America, such photoplays to be of the same high class as to photography, acting and direction as the photoplays said artist has appeared in during

the past two (2) years, and to unfold an entertaining story and to consist of between four thousand (4000) and ten thousand (10,000) lineal feet, the leading and star role in each of such photoplays to be portrayed by said artist; and one of said two (2) negatives and the positive copies are to be delivered by said producer in the following manner: By notifying in writing, by registered mail or telegram, said corporation at its New York office at least two (2) weeks in advance of the date when said producer is prepared to deliver the aforesaid copies of each photoplay. Whereupon said corporation shall provide said producer with written directions where to send, at the expense of said corporation, the aforesaid copies of the aforesaid photoplays, and said producer shall comply with said directions with reasonable promptness. The license for distribution granted to the corporation by the producer in this contract includes all countries of the world, and the custom that prevails relative to the payment of taxes or imposts levied or imposed by any domestic or foreign governmental authority on the grant or transfer of the rights to the motion pictures covered by these presents or on the grant or transfer of the right to use the negative or negatives of any of said motion pictures or on the use, leasing, exhibition, distribution or exploitation of the positive prints of such motion pictures, and the transportation and insurance charges from New York City and other places in the United States from which shipment is made of such motion pictures to foreign countries, between the corporation and Mary Pickford, Charles Chaplin, Douglas Fairbanks and D. W. Griffith covering their pictures shall prevail as regard the above matters between the producer and the corporation.

With respect to the aforementioned positive prints not exceeding the number of one hundred fifty (150), it is

intended that one hundred (100) of said prints shall be used for distribution in the United States of America and Canada and that the remaining fifty (50) prints shall be used for distribution in foreign territories, all of said one hundred fifty (150) prints to be paid for solely by the producer. Should any additional prints be required, it is agreed the same shall be paid for in the same manner as prints in excess of one hundred fifty (150) are paid for under existing contracts between the corporation and Mary Pickford and/or Douglas Fairbanks and/or Charles Chaplin. All prints, including replacement prints or parts thereof made or caused to be made by the corporation shall be made in a laboratory or laboratories designated or approved in writing by the producer, the cost of such printing to be at the lowest rate consistent with good and high-class workmanship and quality.

(b) Said producer agrees to deliver while said producer is making each of such photoplays, or at the time of delivery of the negative or positive copies of each of such photoplays, such still negatives made by such producer for such photoplay as the term is understood in the motion picture business, as in the judgment of said producer are desirable for advertising purposes of such photoplays, and such still plates may be used by said corporation in reproducing photographs for publicity and advertising purposes, and are to be returned to said producer in the same manner and subject to the same conditions as cover and affectthe negatives and positive copies of such photoplays, as in this contract provided.

(c) The title of the negative and positive copies and still negatives delivered to or procured by the corporation pursuant to this contract, for the purposes of this contract, shall remain in said producer, subject to the rights of the corporation as set forth

in this agreement, and all negative and positive copies of each photoplay and the still negatives, or so many as are then in existence, shall with respect to each such photoplay be returned to said producer by the corporation five (5) years from the date of first release for exhibition purposes of such photoplay in the United States of America, except as otherwise herein provided at the end of subdivision (a) of article Second hereof; at the last address provided said producer, or such other place as the producer may direct in writing to the corporation at least thirty (30) days prior to the expiration of said five (5) year period.

(d) All story, literary and other rights of any character or description whatsoever in and to each of said photoplays, and in and to the said photoplays themselves including all negatives and positive prints and still negatives thereof, except such rights as are specifically granted to said corporation by said producer purusant to this agreement are reserved and withheld by said producer.

S E C O N D:

LICENSE TO MAKE MOTION PICTURE COPIES

(a) Said producer does hereby grant, and by these presents has granted unto the corporation, the right, and the corporation agrees to make, or cause to be made, such additional positive copies of each of such photoplays as may be necessary or advisable to properly distribute, exploit, market and turn to account, as more particularly set forth in this agreement, each of the aforesaid photoplays throughout the world during said respective five (5) year periods, in no event to exceed fifty(50) such copies in connection with each of said photoplays, except with the written consent of said producer first had and obtained. The corporation shall inform said producer in writing of the number of such additional positive copies of each

photoplay so made without delay after such copies are delivered to the corporation, or its designee. The cost of such additional copies is to be paid for from the earnings derived from the use of such positive copies prior to the earnings derived from the use of such positive copies being divided between the parties hereto in accordance with the general custom prevailing between the corporation and/or Fairbanks and/or Pickford and/or Chaplin under contracts then existing. And does further grant and by these presents has granted to said corporation the exclusive right and privilege to market and turn to account, exhibit, distribute or cause to be distributed or exhibited, said photoplays including all positive copies in all the territory hereinbefore described for and during said respective five (5) year periods, from the first release dates in each respective territory, terminating in any event not later than seven (7) years from the first release date in the United States.

In the event that any additional copies, in excess of the aforementioned fifty (50) copies, shall be necessary in the opinion of either the producer or the corporation, the general custom prevailing between the corporation and Fairbnaks and/or Pickford and/or Chaplin, shall control.

(b) All replacements of the positive copies, or parts of the same shall be paid for from the earnings derived from such positive copies, or parts of same which have been so replaced by the corporation prior to the receipts derived from such positive copies being distributed between the parties hereto, in the manner hereinafter provided; the prints or parts of prints so replaced shall be disposed of in the manner then prevailing relative to similar prints or parts thereafter replaced of the motion picture photoplays of Mary Pickford, Douglas Fairbanks and Charles Chaplin, except that if the same be lost

or destroyed, that an affidavit be furnished to the producer, accounting therefor satisfactorily.

THIRD:

ADVERTISING AND OTHER MATTERS.

(a) The name of Norma Talmadge shall receive "chief prominence", (and by "chief prominence" is meant that her name shall be in larger letters than, and at least twice the size of, any other part of the subject matter in which her name appears), in all advertising and literature used in connection with the exploitation of said photoplays by said corporation, and that the name of no other person, firm or corporation shall appear in connection with the advertising and exploiting of each of said photoplays except as directed by said producer, except the name of the corporation and the name of the theatre in which the photoplays will be exhibited, and except further that the words "Joseph M. Schenck Presents" shall be used in the following general style:

"JOSEPH M. SCHENCK
Presents
NORMA TALMADGE
in
. . . . . .
(Title of Picture)".

All such advertising and literature shall be submitted to the producer or his duly constituted agent, at, and who shall have, a place of business at or in the Borough of Manhattan, City of New York, for his written approval, such approval not to be unreasonably withheld or delayed. In the event of such approval, or refusal to approve, not being given within three (3) days of the date of delivery of such advertising or literature at such office, then the corporation may use the advertising and literary material so submitted or other advertising and literary matter substantially similar, but if approval

be refused by the producer or his said agent, as herein provided, such advertising and literature shall not be used by said corporation but new advertising or literature shall be prepared by the corporation in accordance with suggestions of the producer or his agent, and shall be submitted to the producer for approval.

(b) The corporation shall supply exhibitors with first class lithographs in one or more colors with each photoplay at a reasonable price, in such quantities as may be required by the exhibitor, the general character of the aforesaid lithographs to be submitted to the producer or his duly constituted agent, at, and who shall have a place of business at or in the Borough of Manhattan, City of New York, for his written approval, such approval not to be unreasonably withheld or delayed. In the event of such approval, or refusal to approve, not being given within three (3) days of date of delivery at such office, then the corporation may use the lithographs so submitted or other substantially similar, but if approval is refused by the producer or his said agent, as herein provided, such lithographs shall not be used by said corporation and new lithographs shall be made in accordance with suggestions made by the producer, and submitted for approval, in which event it is agreed that said lithographs shall be manufactured by such person or corporation, but the cost of said lithographs not to be unreasonable, and the terms and conditions of the purchase of said lithographs to be as favorable as those enjoyed by the corporation in its dealings with other manufacturers of lithographs of the same quality.

(c) The press matter provided and circulated by the corporation relative to such photoplays, shall be submitted to the producer or his duly appointed agent, at, and who shall have, a place of business in the Borough of Manhattan, in the City of

New York, for his written approval, such approval not to be unreasonably withheld or delayed. In the event of such approval or refusal to approve, not being given within three (3) days from the date of delivery of the same at such office, then the corporation may use the material so submitted or material substantially similar, but if approval be refused by the producer or his said agent, as herein provided, such advertising and literature shall not be used by said corporation but new advertising or literature shall be prepared by the corporation in accordance with suggestions of the producer or his agent, and shall be submitted to the producer for approval.

(d) It is distinctly understood and agreed that after the photoplay is delivered to the corporation, no changes, interpolations, modifications, additions, or eliminations of any kind shall be made in any photoplay or any part thereof (this includes title and sub-titles), except such changes as the corporation may be forced to make by a duly constituted Board of Censors, but before making such changes, the corporation shall communicate the character of the changes required by such Board of Censors to the producer, or his representative in New York City, who reserves the right to approve or not approve of the same, such disapproval to be communicated to the corporation within three (3) days from receipt of notice of such changes and if no such disapproval be so given, the changes shall be deemed approved, and each photoplay shall always be exhibited in the same order, arrangement, sequence and manner as when delivered to the corporation by the producer except as changed due to censorship as herein provided. In the event of such disapproval the said changes shall not be made. The corporation shall not permit the exhibition of any photoplay delivered hereunder by any theatre owner or exhibitor except in the way and manner in this paragraph provided for, and all releasing contracts

of the corporation shall be so drawn as to protect the producer in this particular, and in such contracts it shall be specifically provided that the photoplay shall only be exhibited in the same order, arrangement, sequence and manner as was the negative of such photoplay when it was completed and delivered by the producer to the corporation, and without interpolation, modification, addition or elimination of any kind either of or in the title or sub-titles or any other part of said photoplay. The corporation hereby guarantees that it will, at its own expense, enforce these said provisions of its releasing contracts with other exhibitors, with reasonable despatch.

(e) It is agreed by the parties hereto that the motion pictures and photoplays of the producer and of the artist enjoy universal popularity in the so-termed "Motion Picture World", and to maintain the same it is essential that the aforesaid series of photoplays be exhibited in the largest number of motion picture theatres obtainable, and to be marketed in a fair manner and free from unfair methods in business; hence - the corporation agrees that all leases or licenses to use positive copy or copies of any of said photoplays shall be made separate apart from the leases or sales of other motion pictures or photoplays, and used in no way to influence the license, lease or sale of other motion pictures or photoplays, and the right, license or privilege to exhibit such motion pictures or photoplays shall not be denied any person or persons, firm or corporation exhibiting motion pictures or photoplays who is willing to pay a proper rental consideration for such a license or privilege, except in such theatres which would be in direct competition with the theatres for which contracts have already been made to exhibit such photoplays, or such theatres which do not regularly exhibit so-termed first class feature

photoplays or do not represent first class theatrical entertainment, and subject also to the rights of the corporation to grant reasonable territorial and time privileges in connection with the exhibition of the photoplays in question and in favor of the theatre or theatres selected by the corporation to exhibit the photoplays in the immediate locality in question, as against any other theatre or theatres in the same locality.

All of the provisions of this subdivision are expressly made subject to the provisions of subdivision (g) hereof.

(f) Said corporation agrees to use its best efforts to market the aforesaid photoplays upon a basis of the sharing in the gross receipts derived from the exhibition of each of such photoplays in the particular theatre in question in cities where the photoplays of such artist has been heretofore exhibited for periods of a week or more and for as long a period in such theatres as the patronage of said theatre will reasonably warrant, or in any other city or place designated by the producer, consistent with the proper financial returns to said corporation and to said producer.

(g) The corporation agrees to devote its best efforts to the distribution and disposition of said photoplays in all territories throughout the world, where such photoplays are ordinarily shown, and to make said distribution as complete and efficient as practicable, so that the gross returns thereof shall be as large as is possible, and at the same time consistent with sound business policy, it being intended and agreed that the corporation will use its best efforts to procure prices and rentals satisfactory to the producer in a free and open market without any rebates, allowances or deductions of any kind whatever and for any reasons whatever, except rebates consented to by the producer in writing.

(h) No agreement of franchise or territorial right for the use of any photoplays covered by these presents, shall be made or entered into by said corporation without the written consent of said producer or his agent first had and obtained.

(i) In addition to the above consideration, one thousand (1,000) shares of the common stock of the said corporation shall be delivered in escrow to a person or corporation to be agreed upon by the parties hereto, and shall be held by such person and delivered to the producer in the following manner: Upon the delivery of each photoplay to the corporation by the producer, the producer shall procure from the corporation a receipt evidencing such delivery, and upon the delivery of such receipt to the escrow agent, the escrow agent shall deliver to the producer one hundred sixty-seven (167) shares in exchange for the first receipt of the corporation; one hundred sixty-six (166) shares upon the delivery of the receipt of the corporation for the second photoplay; one hundred sixty-seven (167) shares upon the delivery of the receipt of the corporation for the third photoplay; one hundred sixty-six (166) shares upon the delivery of the receipt of the corporation for the fourth photoplay; one hundred sixty-seven (167) shares upon the delivery of the receipt of the corporation for the fifth photoplay; one hundred sixty-seven (167) shares upon the delivery of the receipt of the corporation for the sixth photoplay; Should the producer fail to deliver six (6) such photoplays during the said entire period of three (3) years, said producer shall receive so many of the aforesaid one thousand (1,000) shares of common stock of this corporation as the number of photoplays delivered by the producer to this corporation, pursuant to this agreement bears to the number of six. The balance of the shares of such common stock shall be returned by such escrow agent to the corporation.

(j) The corporation shall not have the right to reissue any of the pictures herein referred to without first obtaining the written consent and approval of the producer.

(k) The corporation further agrees that it will report in writing to the producer upon his written request therefor the number of positive prints of each of said motion pictures used by it in any territories throughout the world and the exact location of each of said positive prints or any of them, and/or of any negative print or prints.

(l) The corporation agrees that it will report in writing to the producer the date on which each of said motion pictures is first released in each country or territory throughout the world. Such written report to be rendered to the producer by the corporation as soon as each such release date is ascertained by the corporation.

(M) The corporation agrees that it will not permit, so far as its control extends, any of the negatives or positive prints of any of the motion pictures delivered to it hereunder to be copied or duplicated.

(N) In all cases where the corporation distributes motion pictures through its own organization or organizations controlled by it directly or indirectly in the United States of America or elsewhere, it will, to the extent of its ability to control the condition of the positive prints distributed by it and to such extent as may be reasonable, considering rental derived from such prints, see that they are always clean and in good condition so as to produce the best projection when exhibited in motion picture theatres.

(e) The producer shall have the right to designate a representative or representatives at his own expense in any or all of the various offices or exchanges of said corporation anywhere in the world, for the purpose of approving of various contracts pertaining to the exhibition of said photoplays in such respective offices or exchanges, and the producer shall have the further right to designate an agent or representative in any or all of the following offices of the corporation, which, for purposes of this agreement, shall be deemed central locations for the respective territories in question, to approve or reject contracts with exhibitors for the exhibition of photoplays covered by these presents in the following respective territories:

Central Location.	Territory.
New York City.	United States of America & Canada.
London.	British Isles and Isles immediately adjacent thereto and Ireland
Paris	Continental Europe
Home office of the corporation	Australia
Home office of the corporation	New Zealand
Home office of the corporation	The Orient
Home office of the corporation	South America

It is intended that the right to approve contracts as herein stated shall apply with respect to any territory or territories herein named or referred to, in which the producer shall have named or designated a representative or representatives to approve or reject contracts therein.

No contract in any territory or territories, where the producer has so designated a representative or representatives to approve or reject contracts therein, shall be entered into by the corporation for the distribution, exploitation, exhibition or other disposition of any of the motion pictures covered by these presents unless the proposed written contract between the corporation and the person, firm or

corporation with whom it intends to contract, shall have first been submitted to the producer or his designated representative or representatives for approval or rejection, and no proposed contract so submitted to the producer or his representative or representatives shall be entered into by the corporation, if, within three (3) succeeding days following the date on which said proposed contract shall have been received by the producer or said designated representative or representatives, the latter shall have returned the same to the corporation with his rejection noted thereon or appended thereto. It is agreed, however, that with respect to any contract so rejected by the producer, the producer shall have thirty (30) days time from the date of submission to him or his said representative or representatives of the original contract, within which to obtain, in respect to the exhibition zone or territory affected, and present to the corporation a more favorable contract than the contract rejected, and failing so to do, the original contract presented by the corporation to the producer shall ipso facto be deemed approved, unless, however, at the time of such rejection, same is made final by the producer or his said representative or representatives by words noted on said contract or appended thereto, stating that such rejection is final or words to that effect, in which event the provisions hereof regarding ipso facto approval shall not apply to said contract, and any contract finally rejected in said manner shall not be made or entered into by the corporation, unless subsequently approved as aforesaid by the producer or his representative.

Anything herein contained to the contrary notwithstanding, it is agreed that where the producer or his said designated representative or representatives shall in advance, in writing or otherwise, agree with the corporation or its representative upon a price or rental for the exhibition of any of the motion pictures covered by these presents in any particular theatre, in such event it shall not be necessary

for the corporation to submit such contracts for approval to the producer or his said representative or representatives; but in every such case, however, the contract shall first be executed by or on behalf of the corporation and thereafter be submitted to the producer or his said representative or representatives, who shall thereupon automatically affix the producer's approval on such contract. The provisions contained in this paragraph shall operate until such time as the producer may elect to discontinue this plan and shall so notify the corporation in writing. After receipt of such notice by the corporation, the method of approval hereinbefore in this subdivision referred to shall be in full force and effect as though the provisions set forth in this paragraph were omitted from this agreement.

It is understood that all contracts for the exhibition of pictures in theatres where the corporation does not have its own exchanges shall be approved at the producer's New York office by his representative, duly authorized and appointed for said purpose, but in the event that no such approval is obtained or that any such contract presented for approval be rejected, the corporation shall not have the right to exhibit or otherwise exploit or enter into a contract for the exhibition or other exploitation of the photoplay in question under such contract or proposed contract.

In addition to said original exhibitors' contracts which are to be submitted to the producer or his representative for approval as above provided, the corporation shall submit to the producer, or his designated representative or representatives, a duplicate original executed copy of each such contract, which is intended to serve as an office copy for the files of the producer, such second

copy to be submitted to the producer or his said representative or representatives simultaneously with the original exhibitors' contracts hereinabove referred to.

(p) The producer agrees to pay to the corporation a percentage on the net profits derived from the roadshowing of any of the photoplays covered by this agreement, in the event of his roadshowing any of such photoplays, within thirty (30) days from the closing of the roadshows of such photoplay. The amount of such percentage shall be determined by the chairman of the board of directors of the corporation and the producer, and in the event of their inability to agree, then such amount shall be determined by a neutral third person to be selected by them. In the event of their failure to agree upon such third person, then such third person shall be selected by the board of directors of said corporation, but in no event shall said percentage to be paid to the corporation exceed ten per cent (10%) unless the producer expressly consents thereto. In the event of the chairman of the board of directors of the corporation being the producer, the producer agrees that the corporation may have as its representative such person as the board of directors of the corporation may determine.

R E S U L T S.

(a) All moneys derived from the license to use each of the aforesaid photoplays for exhibition purposes shall be divided and belong to the parties hereto as follows:

In United States	75% to the said producer and 25% to the said corporation
Dominion of Canada, Newfoundland and Alaska, British Isles and Australasia	70% to the said producer and 30% to the said corporation.
Continental Europe, South America, Far East, Cuba, and Mexico	60% to the said producer and 40% to the said corporation.
Other Territories not specifically mentioned,	Not exceeding 40% to the corporation, the balance to the producer.

The aforesaid consideration shall include all receipts of every kind and character derived from the use of said photoplays by said corporation or by the producer through the corporation, except from the sale of lithographs, it being intended that the term "all moneys" shall for purposes of this agreement mean and be construed to mean "gross receipts" and shall include all sums of money received by the corporation or by any of its exchanges, subsidiary or affiliated corporations or other agents owned or controlled by it (both domestic and foreign) from any sources whatsoever for the right, license or privilege to exhibit, exploit or otherwise deal with the Norma Talmadge motion pictures delivered pursuant to this agreement without any deduction therefrom whatsoever, excepting, however, that moneys derived from the sale of lithographs shall not be regarded as part of the "gross receipts"; and said "gross receipts" shall not be diminished by but shall include the amount of any allowances, rebates or deductions allowed by the corporation, except where the producer has consented in writing to a different arrangement, to any of its respective exchanges

subsidiary or affiliated corporations, officers, directors, stockholders, members, agents or agencies owned or controlled by it or others, (the word "others" not to be limited or restricted in its meaning), in connection with the distribution, exhibition, exploitation or other disposition by them or any of them of any of the motion pictures covered here by, it being agreed that the cost of prints shall be defrayed as hereinabove in this agreement specifically set forth, and that the cost of all advertising, (except special advertising done by the producer), and that all rents, fixed charges, operating expenses of every kind and description, all costs, taxes (except as hereinabove otherwise specifically provided), and salaries, disbursements and expenses of every nature, kind and description in any way connected, directly or indirectly, with the conduct and operation of the corporation's business and/or any of its exchanges, subsidiary or affiliated corporations or other agents or agencies owned or controlled by it, and the business of the booking, distribution and exploitation of said motion pictures and the collection of all rentals or other sums, are assumed and to be borne solely by the corporation and shall not be deducted from the "gross receipts" as hereinbefore defined.

The aforesaid moneys belonging or payable to said producer shall be paid or caused to be paid to the producer by the corporation in the United States of America, Dominion of Canada, within three (3) weeks from the end of each week in which contracts have been performed, by which is meant the pictures have been exhibited and the money received by the corporation, or any of its exchanges, subsidiary or affiliated corporations or other agents or agencies owned or controlled by it, from the use of such photoplay, and in parts of the world outside of the United States of America and the Dominion of Canada, the aforesaid moneys shall be paid to the producer within <u>forty-five (45)</u> days after the moneys have been so received or in the

manner provided in contracts approved by the producer pertaining to the marketing and turning to account the said photoplay in the said foreign territory.

All payments shall be accompanied by true and accurate statements showing the details of each rental for which payment is made, including the name of the theatre, the dates when exhibited, and the rental or consideration paid for the use of the same, and with respect to foreign territories including also the amounts received as rental or consideration expressed in the standard currency of such foreign country, where payment is made to the corporation in currency other than American currency, and also the equivalent amount in American currency and the rate of exchange used as the basis of said translation of currency.

In other parts of the world where the corporation licenses a person or corporation other than itself to market and turn to account the aforesaid photoplay, said corporation shall receive five per cent (5%) and said producer ninety-five per cent (95%) of all moneys derived from the licensing of such person or corporation to market and turn to account said photoplay in such other part of the world. Such license can only be granted by the corporation with the written consent of the producer first had and obtained.

The corporation further agrees to furnish to the producer after the release by it of each motion picture, within three (3) weeks from the end of each week, an accurate statement of all contracts made by or for the corporation with exchanges, exhibitors and others for the right to exhibit, exploit or otherwise deal with positive prints made of the negatives pursuant to this agreement. Each of the statements referred to in this Article shall be certified to by a duly authorized representative of the corporation and each of said statements shall be a separate statement covering one of the pictures referred to in these presents and shall not cover or apply to any

otherpictures. Any errors or omissions in any such statement may be corrected in any subsequent statements.

The corporation shall be deemed to operate its own exchanges in any locality where it either owns or controls the exchanges itself, directly or indirectly, or it or the stockholders of said corporation, or the United Artists Corporation own fifty per cent (50%) or more of the capital stock of the corporation that does operate these exchanges. With respect to territories in which the corporation operates its own exchanges, as herein defined, the corporation agrees to distribute the pictures covered by these presents through said exchanges, except where the producer's consent to a different arrangement is first obtained in writing.

(b) Should said artist be permanently disabled or disfigured, so as to prevent the producing of the character of photoplays covered by this agreement, or should said artist become so disabled or disfigured that the producer will be unable to carry out or comply with the terms of this agreement, this contract shall thereupon terminate and and except as to photoplays already completed. Said producer shall be thereupon relieved from further compliance with this agreement, so far as future pictures are concerned.

(c) Should Norma Talmadge refuse to render her services to the producer, the producer shall thereafter be under no liability for damages to the corporation for his failure to produce and deliver any of the further motion picture photoplays to be produced by him and delivered to the corporation, subsequent to the time of such refusal on the part of Norma Talmadge, and covered by these presents, providing the producer, if requested by the corporation, joins with the corporation and aids in good faith, to the best of his ability, in enforcing any of the rights or equities that the producer or the corporation, or both, may have in the premises against

said Norma Talmadge, and providing nothing herein contained shall be construed as impairing any of the rights or remedies of the said corporation against the said Norma Talmadge, by reason of her refusal to continue with the performance of her said services, it being intended that the above shall be in addition to any rights that the corporation may have against Norma Talmadge as contemplated and provided in Article "Eighth", subdivision (b) hereto, the terms whereof are to be included in the agreement between the corporation and the said Norma Talmadge.

(d) The parties hereto agree that in the event of the corporation violating any of the promises, convenants and obligations of the corporation to be kept and performed pursuant to this agreement, that the corporation shall have thirty (30) days in which to rectify such violation and comply with this contract after the mailing of a notice to that effect by registered letter sent by the producer or his representative to the principal office of the corporation located in New York City, and to Douglas Fairbanks, David W. Griffith, Mary Pickford and Charles Chaplin, or so many of them as are then producing motion pictures which are being distributed by the corporation, addressed to their last known respective business offices in either the City of New York or the City of Los Angeles, California, but said notice may be served upon said corporation by personal service thereof upon any of its directors, officers or executives heads other than the producer, and with respect to the said four named persons, to-wit, Douglas Fairbanks, David W. Griffith, Mary Pickford and Charles Chaplin, by personal service upon them; and until after the expiration of said thirty (30) days, the corporation shall not be deemed to be in default. But if said violation or failure to comply with this agreement be not remedied or rectified within said period of thirty (30) days said corporation shall be deemed to be in

default and the producer shall thereafter have the right to terminate this agreement by sending under registered cover addressed to the corporation at its New York City address, or by personal service upon any of the officers, directors or executive heads of the corporation, other than the producer, a written notice to the effect that on account of such breach the producer elects to terminate as of a date to be specified in such notice the rights conferred on such corporation with respect to all motion pictures covered by this agreement or with respect to all future pictures required to be delivered to the corporation hereunder or with respect to certain named motion pictures, at the option of the producer as exercised in such notice, and this agreement shall ipso facto thereupon terminate upon the date and to the extent specified in such notice. The rights herein granted to the producer arein addition to all other rights which he may have at law or in equity. In the event of such termination of this agreement, the producer shall carry out all unfulfilled contracts entered into by the corporation pursuant to this agreement with the exhibitors for the exhibition of any of the motion picture photoplays of the producer covered by these presents with respect to which this agreement has been so terminated, provided, however, that the producer shall have received in full the rental consideration provided for in such exhibitors' contracts, the producer in such case to pay th the corporation a reasonable amount not exceeding the percentage hereinbefore provided for its services in the procuring of such contract or contracts, and provided, further, that such exhibitor or exhibitors shall faithfully and fully carry out and perform the terms of such exhibitors' contract or contracts on his or their part to be performed, it being intended and agreed that the producer shall not be bound to carry out such unfulfilled contract or contracts entered into by

the corporation with exhibitors unless said producer has been so fully paid his share of the rental consideration regardless of whether or not such exhibitor or exhibitors have theretofore made payment, either by way of advance or otherwise, to such corporation.

(e) In the event that the corporation shall be adjudged a bankrupt in proceedings instituted by or against it or take advantage of the insolvency laws of any state, territory or country or a receiver, trustee or other court officer of its property be appointed or in any event of the voluntary or involuntary dissolution of the corporation, then, and in any one of said events, the producer shall have the right to terminate and cancel these presents with respect to all pictures covered by this agreement or with respect to all future pictures required to be delivered to the corporation hereunder or with respect to certain named motion pictures at the option of the producer, as exercised, in a notice to be served upon the corporation as hereinafter more specifically provided, and in addition thereto, the producer shall become revested with all the rights, licenses and privileges by this agreement conferred upon the corporation with respect to all of the motion pictures delivered hereunder prior to the happening of any one or more of said events or such of said pictures as may be referred to in said notice, and such rights, licenses and privileges in the corporation, its legal representatives or those claiming under it or them shall cease, terminate and come to an end. The election of the producer to terminate this agreement and revest himself with the rights granted to the corporation in accordance with the foregoing provisions of this Article shall be signified by the producer by his sending under registered cover to the legal representatives of the corporation at the office of the corporation in the City of New York a written notice to the effect that pursuant to the provisions of this Article

he elects to terminate as of the date to be specified in such notice, the rights conferred upon the corporation with respect to all or any of the motion pictures covered by these presents as specified in such notice.

(f) In the event of the termination by the producer of this agreement for any cause specified herein, or otherwise, the producer with respect to the pictures covered by these presents or any of them, as the case may be, shall after such termination be relieved and released of each and every obligation to make or tender future deliveries to the corporation of any of the motion pictures called for by these presents and shall have the right to take and repossess himself of the negatives and all positive prints made therefrom wherever the same may be found and all rights connected therewith of all motion pictures delivered to the corporation hereunder or such of them, if any, as are affected by such termination, as the case may be, without liability therefor to any person, firm or corporation whatsoever, and without obligation on his part to carry out and perform any contracts in respect to such motion pictures which may have been made by the corporation with customers, lessees, licensees, exhibitors or others, save and except, however, that in the event of such termination for any cause specified in subdivision (e) of this Article, it is agreed that concurrently with such termination and the reversion of rights to the producer as hereinabove provided, the producer agrees with respect to the motion picture or motion pictures affected by such termination to take over, carry out and perform any unfulfilled contracts made by the corporation for the distribution, exhibition or exploitation of any of said motion pictures, but said agreement on the part of the producer to complete unfulfilled contracts shall be binding upon the producer only if the persons, firms or corpora-

tions with whom any of such contracts shall have been made by the corporation shall faithfully carry out and perform the terms thereof on their part to be performed and shall promptly remit to the producer, or if remitted to the legal representatives of the corporation, they shall promptly forward to the producer any and all sums which under the terms of said contracts made by the corporation with such persons, firms or corporations shall be required to be paid, the corporation, however, to receive a reasonable amount not exceeding the percentage hereinbefore provided for its services in the procuring of such contract or contracts, such sums to be deducted by the corporation from any amounts in its possession so belonging to the producer, it being intended and agreed that the producer shall not be bound to carry out such unfulfilled contract or contracts entered into by the corporation with exhibitors unless such producer has been so fully paid his share of the rental consideration regardless of whether or not such exhibitor or exhibitors have theretofore made payment either by way of advance or otherwise to said corporation; and upon such termination the corporation expressly agrees to deliver or cause to be delivered to the producer all such negatives and positive prints of said motion pictures.

(g) In the event of the happening of any of the contingencies above specified in subdivision (d), (e), and (f) hereof, and pursuant to which the producer terminates this agreement with the corporation, from and after such notice of termination, the producer shall in addition to all his other rights have a first lien against the corporation's share, if any, of the gross receipts thereafter derived from or received by the corporation on account of the distribution, exploitation, exhibition or other disposition of any of the motion pictures covered by these presents, to the extent, however, of any sums which may be due and owing from the corporation to the producer at

the time of the happening of any one of said contingencies.

SIXTH.

(a) The corporation does hereby purchase and acquire, and by these presents has purchased and acquired from said producer, the exclusive right, license and privilege to market, turn to account, to exhibit, distribute or cause to be exhibited or distributed for exhibition purposes, the aforesaid series of at least two (2) photoplays per year, totalling at least six (6) photoplays to be produced by the producer with Norma Talmadge protraying the leading female role, for and during the aforesaid period of three (3) years beginning on the termination of the present contract between the producer and the Associated First National Pictures, Inc. pursuant to all the terms, conditions and provisions on the part of the corporation to be kept and performed as in this contract set forth.

It is intended and agreed that the producer's obligation to deliver further motion pictures shall, at his option, terminate at any time during said three (3) year period, as above provided after said producer has produced and delivered to the corporation six (6) such photoplays, but the producer shall have the right during said three (3) year period to produce and deliver to the corporation and the corporation shall be obligated to distribute in accordance with the terms and provisions provided in this agreement any number of such photoplays delivered by the producer to the corporation during said period not exceeding nine (9), such photoplays being deliverable at the rate of at least two (2) per year and not more than three (3) per year.

(b) The corporation agrees to provide, where reasonably feasible, through ownership or contract relation and for the

term hereof throughout such portions of the world, which are included in this agreement, where motion pictures of Mickford, Fairbanks and Chaplin are now being exhibited, or during the term hereof will be exhibited, exchanges or other method of distribution of sufficient number to reasonably satisfy the demand of such photoplays, in all of the respective divisions of said territory, and to offer said photoplays for exhibition purposes for so much of the aforesaid periods of this contract, as applies to said territory, as there may be demand for the use and exhibition of such photoplays in said territory.

(c) The corporation agrees that the release date for exhibition purposes in the United States of America and the Dominion of Canada, shall be the respective dates designated by said producer, which dates shall be at least forty (40) days from, and within one hundred and twenty (120) days of the date of delivery of the negatives and positive copies of each of the aforesaid photoplays by the producer to the corporation, as herein provided. Such photoplays shall be offered for exhibition purposes in the United States of America, and the Dominion of Canada, from that date during the entire period of the license of such photoplays or so long as there is a reasonable demand for the same, not to exceed, however, the period of license, as herein provided, and in other territory covered by this agreement, as the same can be reasonably marketed, and as long as the demand for the use of said photoplays in such territory warrants, not to exceed, however, the period of license as herein provided.

The corporation agrees that it will release each of the motion pictures delivered to it hereunder as quickly, expeditiously and continuously as may be practicable and feasible and to the best interests of the producer.

(d) The parties hereto agree that any waiver by

said producer or the corporation of any breach of any kind or character whatsoever by the other, whether such waiver be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this contract on the part of the other, and particularly as regards the making and delivery of the statements and of the keeping of the accounts, and of the delivery of the photoplays herein provided.

(e) The corporation agrees to keep true, complete and accurate books of account and records in which shall be entered all details of every kind and character pertaining to the business of this enterprise and the distribution and exploitation of the pictures covered by these presents, and all contracts pertaining to the marketing and exhibiting and exploiting of said photoplays from the various theatres, or other places of exhibition in which they are exhibited, it being more particularly intended and agreed that the corporation shall keep separate accounts and records for the motion pictures covered by these presents. The producer or his authorized representative or accountant or accountants shall have the right to an examination of the books of account and other records and of all contracts, documents, papers or other material in the possession or under the control of the corporation or any of its exchanges or agents, and shall have full power and free access thereto for said purpose and for the further purpose of making extracts therefrom or summaries thereof at all reasonable hours of the day during which the offices of the corporation or said exchanges or agents shall be open.

S E V E N T H.

(a) Said corporation and said producer agree that this contract is personal in respect to each of the parties hereto,

and that neither can assign the same nor permit the same to be transferred by involuntary act, by operation of law or otherwise, without a written consent of the other first had and obtained; nothing herein contained, however, shall prevent the producer from assigning this contract after said producer shall have completed and delivered to the corporation the photoplays herein provided, subject, however, to the producer remaining liable as principal upon said contract; and anything herein to the contrary notwithstanding, in the event of the death or incapacity of the said producer, the producer shall at any time hereafter have the right to designate any other person, firm or corporation to carry out and perform this agreement and the terms hereof in his place and stead, as though such person, firm or corporation were a party hereto, instead of such producer; said designation to be made in writing and served upon the corporation by personal service upon any of its directors or executive officers or by serving such notice by registered mail, addressed to the last known business address of the corporation, but if no such designation be made, it is agreed that the said Norma Talmadge shall have the right, should she so elect and so notify the corporation in writing within sixty (60) days after the death or incapacity of the producer, to carry out and perform this agreement and the terms hereof in the place and stead of said producer, as though she were a party hereto instead of said producer. In the happening of any of the above contingencies, the person, firm or corporation so designated, or Norma Talmadge, shall execute and deliver to the corporation an acceptance in writing of all of the promises and obligations of the producer, pursuant to this agreement for the unexpired term of said agreement, and agree to fully carry out and perform such contract during such unexpired term. In the event of either the producer not designating such person, firm or corporation to carry out the aforesaid

contract, or so designating such person, firm or corporation and the same failing or refusing to carry out such contract, or of Norma Talmadge failing to exercise hereption to carry out such contract on the part of the producer, then the corporation, if it so elects, shall have the right to carry out such contract, for not exceeding two (2) motion picture photoplays, by assuming all of the terms, provisions and conditions of the contract between the producer and Norma Talmadge relative to the production of the photoplays contemplated by these presents, in no event exceeding two (2) of said photoplays, except with the written consent of both parties first had and obtained. Such election shall be exercised within thirty (30) days of the time that the corporation is informed of the failure or election on the part of the aforesaid persons not to carry out or assume the contract of the producer with the corporation relative to the undelivered photoplays covered by these presents. The producer further agrees to include such provisions as may be necessary in his contract with the said Norma Talmadge in order to enable the corporation to avail itself or enforce the provisions herein set forth.

(b) The corporation, however, consents that this agreement may be assigned by the producer to a corporation or copartnership, provided such assignment shall be evidenced by an instrument in writing duly executed under seal and acknowledged by the assignee, and be delivered to the corporation. wherein and whereby such assignee shall accept and assume all the terms and covenants of this agreement, to be kept and performed by the said producer and to become personally bound to comply therewith, and provided, further, that said Joseph M. Schenck shall continue to be the chief administrative officer of such corporation, and the owner or in control of a majority of its stock, and shall personally supervise the production of the aforesaid photoplays. The consent to such proposed assignment shall not release said

producer from any of the terms, covenants and conditions in this agreement contained. In the event of such assignment, said producer agrees to continue liable as principal jointly and severally with such corporation or copartnership as to all the terms and covenants hereof, and for any default in the faithful performance of this agreement by such assignee and himself or either of them.

E I G H T H.

(a) The corporation agrees that the producer may produce and deliver the aforesaid photoplays at such times as to him may seem desirable provided the negative and positive copies of the first of aforesaid photoplays be delivered to said corporation on or before eight (8) months from the date of the delivery of the last picture deliverable under the contract existing between the producer and Associated First National Pictures, Inc. or the sooner terminationthereof, and the remainder not less than four (4) nor more than eight (8) months from the date of the delivery of the last previous photoplay, and provided that at least two (2) of such photoplays shall be delivered during each year of the aforesaid period, except as otherwise herein provided, but it is understood that the producer, if he so elects, may deliver three (3) such photoplays in any one year, it being intended that the total number of pictures covered by these presents shall be at least six (6) but not more than nine (9).

(b) Said producer agrees that the services of said Norma Talamdge shall render pursuant to which the corporation shall benefit, under the provisions of this agreement, are special, unique, and extraordinary and the same cannot be replaced, and because of such and for the consideration paid and to be paid said producer pursuant to this agreement, said producer agrees not to sell or deliver, either

as producer of motion pictures where his name may be used in any manner pertaining to the marketing, exhibiting, and turning to account such motion picture in which the said Norma Talmadge renders services, during the period of this agreement, or permit the use of the same by any person, persons, firm or corporation other than the United Artists Corporation; and that he will procure from said Norma Talmadge, for the benefit of the corporation, an agreement by and pursuant to which said Norma Talmadge agrees not to render services to or for any person, persons, firm or corporation other than said producer during the period of this agreement, and for the purposes of said producer delivering the photoplays herein provided, to the corporation for the purpose set forth in this agreement; and Norma Talmadge shall agree to perform all obligations required of her in order to enable the producer to fulfill his obligations under this agreement, and such contract shall further contain all of the provisions set forth in Article Seventh, subdivision (a), relative to the provisions in the event of the death or incapacity of the producer, and the carrying out of this contract thereafter as in such paragraph specifically set forth. Nothing herein contained shall prevent the producer and said Norma Talmadge from using their names in the exploiting and turning to account of the motion pictures produced prior to their beginning to produce pictures to be marketed and turned to account by said corporation pursuant to the terms of this agreement, or in the exploiting and turning to account of motion pictures produced after the delivery of all of the pictures covered by these presents.

(d) The corporation agrees that said producer may produce, if he so elects, not more than one (1) so-termed unusual or special motion picture per year of at least ten thousand (10,000) lineal feet in length, and such motion picture shall not be included or covered by this agreement, provided the production of such motion picture does not prevent said producer from producing at least two (2) of such series of photoplays in such year as is herein provided; and such unusual or special motion picture shall not be released for exhibition purposes until said producer shall have delivered the minimum number of said photoplays to said corporation for and during the year in question.

And, provided further, that in releasing or exhibiting each such unusual or special motion picture, the producer shall provide by his releasing or exhibiting contracts that the admission to be charged by any exhibitor shall be at least fifty per cent (50%) more than the usual and customary prices of admission in that particular motion picture theatre in which the photoplay is being exhibited. Such unusual or special motion picture may be exhibited in any legitimate theatre by the producer without increase in prices above the customary prices of such legitimate theatre. When the aforesaid photoplay becomes available for exhibition in motion picture theatres, the producer and the corporation agree that such photoplay shall be distributed by the corporation, pursuant to the terms, conditions and provisions of this contract, in the same manner as provided for the other photoplays of the producer covered by this agreement.

N I N T H.

(a) The corporation agrees to properly care for the negatives in fireproof vaults, and still negatives of the afore-

said series of photoplays, except at such times as it is necessary to have them removed for the purpose of making prints of the same, and to return such negatives and all positive copies and still negatives then in existence, upon the expiration of the respective periods of the license of each of such photoplays as in Article SECOND, subdivision (a) hereof provided, or the sooner termination of this contract, to said producer, the negatives to be in the same condition as when delivered, subject to reasonable wear and tear occasioned by usuage. Should said corporation be unable to return any of the negatives or positive prints or still negatives because of loss through their own destruction, or because of any act beyond the control of said corporation or its employees, it shall provide in lieu thereof, reasonable satisfactory proof by affidavit of such loss or destruction to said producer.

T E N T H.

INFRINGEMENTS.

(a) Said producer agrees to indemnify and hold harmless the corporation on account of and against any claims, demands or suits which may be made or brought by third parties based upon a violation or alleged violation of copyright or based upon a claim or alleged claim of ownership of the motion picture rights in and to said photoplay or any other rights with which said photoplay conflicts, questioning the right, license and privilege of said corporation, its exchanges, members and licensees to use such photoplays in the full exercise of the rights hereto granted or purported to be granted to the corporation by said producer, and said producer agrees to join in and conduct the defense of any such claim or litigation. The cost and expense of such litigation shall be defrayed in accordance with the general custom existing between the corporation and Pickford and/or

Fairbanks and/or Chaplin, but in the event that there is no custom governing such situation, the cost and expense of such litigation or other proceeding shall be divided between the parties hereto in proportion to which they divide the receipts of the motion picture in question in the particular country where such action arose.

(b) The corporation agrees to promptly begin and prosecute all actions necessary to enjoin and prosecute any unlawful use of said photoplays or the infringement of the copyright thereof within the territory covered by this agreement.

E L E V E N T H.

(a) Said producer does hereby constitute and empower the porporation as attorney-in-fact to procure and said corporation does agree to procure copyrights in the countries of North America and in the United Kingdom of Great Britain and Ireland or in such other country or countries as the producer may in writing designate, where copyrights are procurable, of each of said photoplays in the name of the said producer at the expense of the corporation, and the producer agrees to assist the corporation to procure such copyright by furnishing such positive copies of said photoplays or other material as the corporation may reasonably demand in writing and require for said purpose, but the producer reserves the right to copyright such photoplays himself in the territories referred to in this Article, or anywhere else in the world, and in the event that the producer exercises this right in connection with any one or more photoplays the corporation will be relieved of all expense or obligation connected with the copyright thereof.

T W E L F T H.

CENSORSHIP CLAUSE

(a) Should any legally constituted Board of Censors

in the United States of America or Canada, having power and authority to prevent the circulation or distribution of photoplays, condemn or prohibit the exhibition of any such photoplay, or require the omission of any substantial portion of any such photoplay, the producer agrees to make reasonable effort to replace or rearrange that portion of said photoplay so condemned, with reasonable promptness if same be practicable and desirable, the opinion of said producer to be final in said matter.

THIRTEENTH.

The parties hereto agree that this agreement shall be construed as in no sense a copartnership between the parties hereto, and that either shall have no authority to bind the other as his representative in any way, shape or form, but the provisions of this Article are not intended in any way to destroy or diminish the license granted to the corporation with respect to the motion pictures covered by these presents as in this agreement set forth.

FOURTEENTH.

This contract is binding upon the parties hereto, their respective heirs, legal representatives and assigns, except as hereinbefore provided.

This contract shall be construed and enforced pursuant to the laws of the State of New York.

It is distinctly understood and agreed that the photoplays hereinabove provided to be delivered to the corporation by the producer shall be accorded equal advertising and publicity as to quantity, quality and manner of advertising as is accorded the motion pictures of Mary Pickford, Douglas Fairbanks, Charles Chaplin and David W. Griffith by the corporation, that are distributed by the

corporation or that will be distributed by the corporation during the period of this agreement, and that Norma Talmadge as a star shall be accorded equal advertising and publicity as to quantity, quality and manner of advertising as is accorded to Mary Pickford, Charles Chaplin and Douglas Fairbanks by the corporation, or as will be accorded them during the period of this agreement in connection with their photoplays by the corporation, it being the intention of the parties hereto that the advertising and publicity afforded all such photoplays and all such principals by the corporation shall be on a parity. Furthermore, it is agreed that no other picture or pictures distributed by the corporation during the period of this agreement and no other star whose picture is so distributed by the corporation will be afforded greater publicity or advertising by the corporation than the picture hereinbefore provided to be delivered to the corporation by the producer and the said Norma Talmadge respectively, but nothing herein contained shall prevent the producer or any other owner of any of the photoplays distributed by the corporation, or any of the exhibitors or any other person, persons or corporation, at his or their sole expense, from exploiting and advertising such photoplays in any manner, and to such extent as said person, persons or corporation may determine.

Within thirty (30) days from the date hereof, the producer agrees to deliver to the corporation such extracts from his present distribution agreement with the Associated First National Pictures, Inc., as relate to advertising Norma Talmadge, and the corportion agrees to refrain from advertising Miss Talmadge in any manner so as to conflict with such provisions.

F I F T E E N T H.

Anything in this agreement to the contrary not-

withstanding, the producer reserves the right and the corporation hereby consents and agrees thereto, to control and determine the sales and distribution policy to apply to and to govern each of the productions covered by these presents, and the producer is further and specifically hereby given the right to require the corporation to book the productions covered by these presents with such exhibitors and upon such terms and conditions as said producer may deem fit.

Any and all provisions in that certain agreement, dated November 22nd, 1924, between Mary Pickford Fairbanks, Charles Chaplin, Douglas Fairbanks and United Artists Corporation, affecting the matter of the distribution and exploitation of any of the pictures contemplated by these presents are hereby incorporated herein and made a part hereof as though herein set forth at length, except, however, that it is understood and agreed that said agreement of November 22nd, 1924, is modified by the terms of this agreement insofar as the terms of said agreement of November 22n, 1924, differ from or are at variance with the provisions contained in this agreement. It is further agreed that with respect to any and all matters which are not covered by this agreement or by said agreement of November 22nd, 1924, the custom prevailing between said corporation and Mary Pickford Fairbanks, Charles Chaplin and David W. Griffith relative to the distribution of their respective motion pictures shall prevail between the parties hereto to the same full extent as though such custom were set forth in and made a part of this agreement.

IN WITNESS WHEREOF, the parties to this agreement have executed the same the day and year first above written.

Joseph M. Schenck

UNITED ARTISTS CORPORATION,

BY Hiram Abrams

President

Attest:

Dennis F. O'Brien

Vice-Pres.

'Copy'

-39

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On this 5th day of March, 1925, before me, C. C. Crickson Copy, a Notary Public in and for said county and state residing therein, duly commissioned and sworn, personally appeared JOSEPH M SCHENCK, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my offical seal the day and year in this certificate first above written.

C. C. Crickson (Copy)
Notary Public in and for said county and state (Seal)
My Commission Expires May 19, 1926

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On this 6th day of March, 1925, before me, C. C. Crickson, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared Hiram Abrams, known to me to be the president and Dennis F. O'Brien, known to me to be the ~~secretary~~ Vice Pres. of UNITED ARTISTS CORPORATION, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my offical seal the day and year in this certificate first above written. (Seal)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

C. C. Crickson (Copy)
Notary Public in and for said County and State
My Commission Expires May 19, 1926

A G R E E M E N T

Between

MARY PICKFORD
DOUGLAS FAIRBANKS
CHARLES CHAPLIN
JOSEPH M. SCHENCK

a n d

UNITED ARTISTS CORPORATION

Dated March 6th, 1925.

MEMORANDUM OF AGREEMENT.

THIS AGREEMENT made in original and four duplicate copies, all of which duly executed by the parties herein are to be regarded as originals for all purposes, and entered into this 6th day of March, A. D. 1925, by and between MARY PICKFORD FAIRBANKS, known as Mary Pickford, of Los Angeles, California, DOUGLAS FAIRBANKS, of said Los Angeles, CHARLES CHAPLIN, of said Los Angeles, JOSEPH M. SCHENCK, of said Los Angeles, and UNITED ARTISTS CORPORATION, a Delaware corporation, having its principal place of business at 729 Seventh Avenue, in the city of New York, hereinafter sometimes referred to as the "corporation",

W I T N E S S E T H :

WHEREAS, the parties hereto did make, execute and deliver a certain agreement dated November 22, 1924, reference to which is hereby had to the same full extent as if recited herein, and

WHEREAS, pursuant to Article V, Section 1 of said contract Joseph M. Schenck and the corporation agree to enter into an agreement providing for the distribution of six (6) motion picture feature photoplays starring Norma Talmadge, said agreement to contain substantially the same terms as those set forth in the distribution agreement between Miss Pickford and the corporation, allowing for such appropriate changes as should be made inasmuch as Joseph M. Schenck will function as the producer, manufacturing and delivering the photoplays, and Norma Talmadge as the star, whereas in the case of Mary Pickford she functions both as producer and star, and except

furthermore that Joseph M. Schenck agrees that the provisions of Article IV shall apply to the distribution of said photoplays, and

WHEREAS, Joseph M. Schenck and said corporation have executed the aforesaid agreement, dated March 6, 1925, relative to the distribution of the so-termed Norma Talmadge series of photoplays and such contract contains certain modifications and additional provisions from those contained in the so-termed Miss Pickford contract with said corporation, and

WHEREAS, the parties hereto desire to express their approval of the aforesaid distributing contract between Joseph M. Schenck and said corporation and to avail themselves of the provisions of said contract in the manner hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained and the further consideration of the sum of One dollar ($1.00) each to the other in hand paid, the receipt whereof is hereby acknowledged, it it agreed by and between the parties hereto as follows:

1. That the parties hereto accept the agreement entered into between Joseph M. Schenck and said corporation relative to the distribution of the Norma Talmadge series of photoplays as conforming to the above quoted provision from the aforesaid agreement of November 22, 1924, and that all of the terms, conditions and provisions of the aforesaid contract between Joseph M. Schenck and the corporation relating to the distribution of the so-termed Norma Talmadge series of photoplays shall become effective and binding upon the parties hereto relative to the photoplays of each that are now being dis-

tributed or will be distributed by the corporation or its affiliated or subsidiary corporations, to the same full extent as if they were recited in and part of their respective contracts with said corporation, subject to the aforesaid agreement of November 22, 1924, and that the corporation will provide forthwith Mary Pickford, Douglas Fairbanks, and Charles Chaplin a true and accurate copy of the aforesaid agreement between Joseph M. Schenck and the corporation.

2. That all agreements between the parties hereto individually respectively and the corporation, or between Mary Pickford, Douglas Fairbanks, Charles Chaplin and D. W. Griffith, shall remain in the same full force and effect as if this agreement had not been entered into, executed and delivered, except as modified by this agreement.

3. It is further agreed that D. W. Griffith shall be at liberty to avail himself of all of the provisions of this agreement in like manner as though he had signed this agreement and the aforesaid agreement of November 22, 1924, originally, by accepting the same in writing, within thirty (30) days after a copy of this agreement has been served upon him together with a copy of the distribution agreement between Joseph M. Schenck and said corporation, on behalf of himself and of the D. W. Griffith Inc. Corporation, a Maryland corporation, to which D. W. Griffith has heretofore assigned his distribution contract with said corporation pursuant to the provisions of that contract.

4. This agreement is binding upon the parties hereto, their respective legal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have exe-

cuted this agreement the day and year first above written, the corporation by its proper officers thereunto duly authorized.

Mary Pickford Fairbanks Copy

Douglas Fairbanks Copy

Charles Chaplin Copy

Joseph M. Schenck Copy

UNITED ARTISTS CORPORATION Copy

By Hiram Abrams Pres

And _____

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

A G R E E M E N T

between

NORMA TALMADGE SCHENCK

and

UNITED ARTISTS CORPORATION

March 6, 1925

AGREEMENT OF ADJUSTMENT, made in triplicate, (each executed copy to be considered for all purposes as an original), (supplemental to an agreement of even date between Joseph M. Schenck of 8341 Melrose Avenue, Los Angeles, California, of the one part, and United Artists Corporation, a corporation organized pursuant to the laws of the State of New York, having its principal place of business in the City of New York, of the other part) and entered into this 6th day of March A.D.1925, by and between NORMA TALMADGE SCHENCK, known professionally as NORMA TALMADGE, residing at 8341 Melrose Avenue, City of Los Angeles, State of California, hereinafter designated as MISS TALMADGE, party of the first part, and said UNITED ARTISTS CORPORATION, hereinafter designated as CORPORATION, party of the second part.

WITNESSETH:

WHEREAS, the said JOSEPH M. SCHENCK and the said CORPORATION are about to execute a certain agreement of even date herewith, pursuant to which said JOSEPH M. SCHENCK agrees to procure from said MISS TALMADGE, for the benefit of the CORPORATION, an agreement by and pursuant to which MISS TALMADGE agrees, in writing, to perform all obligations required of her in order to enable JOSEPH M. SCHENCK to fulfil his obligations under the aforesaid agreement, and further agrees not to render services to or for any person, persons or corporation other than said JOSEPH M. SCHENCK during the period of this agreement, and for the purpose of said JOSEPH M. SCHENCK delivering the photoplays in said contract provided to said CORPORATION for the purpose set forth in such agreement, and subject to such other conditions and provisions as are more fully recited in said contract

affecting said MISS TALMADGE; and

WHEREAS, MISS TALMADGE is desirous of the aforesaid parties entering into and executing the aforesaid agreement, and that the same is to her financial and artistic advantage, and is desirous of executing such supplemental Memorandum of Agreement, as provided in the aforesaid agreement between said JOSEPH M. SCHENCK and the said CORPORATION; and

WHEREAS, the CORPORATION is desirous of having said MISS TALMADGE execute such supplemental Memorandum of Agreement;

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and covenants herein contained, and for the further consideration of the sum of One Dollar($1.00), each to the other in hand paid, the receipt whereof is hereby acknowledged, it is agreed by and between the parties hereto as follows:

FIRST:

MISS TALMADGE does hereby agree and by these presents has agreed with said CORPORATION, and for the benefit of said CORPORATION, to perform all obligations required of her in order to enable JOSEPH M. SCHENCK to fulfil his obligations under the aforesaid agreement, and not to render services to or for any person, persons or corporation other than said JOSEPH M. SCHENCK during the period of this agreement, and for the purpose of said JOSEPH M. SCHENCK delivering the photoplays in said contract provided to said CORPORATION, for the purpose set forth in such agreement; and that in the event of the death or incapacity of said JOSEPH M. SCHENCK, and in the further event that said JOSEPH M. SCHENCK has not otherwise provided for the completion of his agreements under said contract, it is agreed that the said MISS TALMADGE shall have the right, should she so elect and so notify the corporation in writing, within sixty (60)

days after the death or incapacity of the said JOSEPH M. SCHENCK, to carry out and perform the obligations set forth relative tothe completion and delivery of the Norma Talmadge Series of Photoplays provided for in said contract in favor of the corporation, in the place and stead of the said JOSEPH M. SCHENCK, as though she were a party to said agreement instead of said JOSEPH M. SCHENCK. In the event of such death or incapacity of said JOSEPH M. SCHENCK and the election of said MISS TALMADGE to carry out and perform the terms of the aforesaid agreement between JOSEPH M. SCHENCK and the CORPORATION, it is agreed that MISS TALMADGE shall execute and deliver to the CORPORATION an acceptance in writing of all of the promises and obligations of said JOSEPH M. SCHENCK set forth in said agreement for the unexpired term of said agreement, that is to say, the obligation shall extend until the number of pictures required by said agreement have been made and delivered to the CORPORATION. In the event of the said JOSEPH M. SCHENCK not having designated such person, firm or corporation to carry out the aforesaid contract after the death or incapacity of said JOSEPH M. SCHENCK, or so having designated such person, firm or corporation and the same having failed or refused, or failing and refusing to carry out such contract, and of said MISS TALMADGE failing to exercise her option to carry out such contract in place and in stead of the said JOSEPH M. SCHENCK as aforesaid, then the corporation, if it so elect, shall have the right to carry out such contract for not exceeding two (2) motion picture photoplays, which must be produced within a period of one (1) year from the date of the exercise by the CORPORATION of such option, subject, however, to the obligation, on the part of the CORPORATION, to assume all of the terms, provisions and conditions contained in that certain agreement between JOSEPH M. SCHENCK and MISS TALMADGE relative to the production of photoplays contemplated by said agreement between the

said JOSEPH M. SCHENCK and the CORPORATION for the number of photoplays referred to in this paragraph, but in no event shall the said MISS TALMADGE be obligated to render services to the said CORPORATION, in the event of the exercise by the CORPORATION of its option as aforesaid, for more than two (2) such photoplays except with the written consent of both parties hereto first had and obtained. Such election on the part of the CORPORATION to produce photoplays featuring MISS TALMADGE, not exceeding two (2) in number, shall be exercised by the CORPORATION within thirty (30) days of the time that the CORPORATION is informed or learns of the failure or election on the part of the aforesaid persons not to carry out or assume the contract of the said JOSEPH M. SCHENCK with the CORPORATION relative to the undelivered photoplays covered by said agreement between the said JOSEPH M. SCHENCK and the CORPORATION. It is distinctly understood that should the CORPORATION avail itself of its option to produce such two (2) photoplays featuring MISS TALMADGE, said CORPORATION shall be obligated to carry out and fully perform all of the terms contained in the employment agreement between said JOSEPH M. SCHENCK and the said MISS TALMADGE, a copy of which agreement has been submitted to the CORPORATION and examined and approved by it.

SECOND:

The CORPORATION does hereby agree with MISS TALMADGE, and for the benefit of MISS TALMADGE, to execute the aforesaid agreement with JOSEPH M. SCHENCK, and the supplemental agreement with MISS TALAMDGE.

THIRD :

This agreement is binding upon the parties hereto, their heirs, executors, administrators, successors, assigns.

IN WITNESS WHEREOF, the party of the first part

has hereunto set her hand and affixed her seal, and the party of the second part has caused this instrument to be signed by its duly authorised officer and its corporate seal to be affixed, the day and year first above written.

Norma Talmadge Schenck (Seal)

UNITED ARTISTS CORPORATION,

By Hiram Brown Pres. (Seal)

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On this 6th day of March, 1926, before me, C. E. Erickson, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared NORMA TALMADGE SCHENCK, to me known and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

C. E. Erickson
Notary Public in and for said County and State.
My Commission Expires May 19, 1926
(Seal)

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On this 6th day of March, 1926, before me C. E. Erickson, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Hiram Abrams, known to me to be the Pres. of the UNITED ARTISTS CORPORATION, the corporation that executed the within instrument, known to me to be the person who executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

C. E. Erickson
Notary Public in and for said County and State
My Commission Expires May 19, 1926
(Seal)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 6th 1926.

Green & Hurd,
43 Exchange Place,
New York City.

Attention Mr. Emerson Davis.
Re: Van Beuren - Griffith, without prejudice

Dear Mr. Davis:

In reply to your favor of the 3rd inst. relative to the above matter, I regret that your clients cannot see their way clear to accepting the balance in three monthly installments as it would be very convenient for the Griffith Company to make such payments. However, if it is acceptable to them, the Griffith Company will pay one-quarter on or before March 16 and the balance in two semi-monthly payments thereafter. I realize that this is a small matter, but even small favors are appreciated.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

AHTB/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Los Angeles
Mar. 8/25

My dear
Mr. Griffith

I had a hard break here for a
while just finished a nice
engagement and am starting
Jan 5/15 this day off on my next
engagement I am now in good
health and in great hopes of a
good year I only think you could
have a great year out here as it is
really wonderfull here now in
many ways. we missed all like to
see you passed away from New York
and here many your old friends
who love you and you have many
friends here. who will wish to
see you come out here and put
a few years on your life I am 50
but feel like 30 out here think it
over dear friend

Sincerely
Neal Carroll
1712 Whitley Ave
L.A.

Sam Grain
3/7/24

Two Weeks Expense Account Ending March 7th, 1925 at Alhambra Theatre, Milwaukee.

Hauling Trunk To and From Station	$1.50
Telegram to Mr. Grey	.83
Telegram to Mr. Grey	.60
Telegram to Mr. Grey	.60
Telegram to Mr. Smith (Chicago)	.50
Entertaining Mr. Buntman and Mr. Grotelenshen of Milwaukee Herald	8.75
Stenographic Service	6.15
Transportation from Milwaukee to New York	54.86
Hauling Trunk - - Bayside	.50
PAID	$74.29

FAMOUS PLAYERS-LASKY CORPORATION
Paramount Pictures
Sixth and Pierce Avenues
Long Island City, N.Y.
ARTHUR GOOD
SAMUEL GOLDWYN PARKER

March 8, 1926

D.W. Griffith, Inc.,
1476 Broadway,
New York.

Attention Mr. Gray

Gentlemen:

Confirming our conversation of this morning, following is a list of equipment in which we are interested at present. We have not specified any particular amount of this material, as we would probably take all you have on hand, at the prices outlined.

Item	Offer	
1000-watt Lamps & Sockets	.60	(for good ones)
1000-watt Blue Lamps	1.25	" " "
Overhead Cooper Hewitt (no tubes)	56.00	with hangings $250
Floor Banks (no tubes)	56.00	with tubes $570
Cooper Hewitt "P" Tubes	4.25	(for good ones)
100-amp. Spots	56.00	
70-amp. Spots	24.00	
#958 Kliegl Plugs	2.25	
100-amp. Cable	11.25	per 100 ft.
300-amp. Cable	16.00	per 100 ft.
Job lot carbons, plugs, elec. supplies	75.00	
Milling Machine & Tools	125.00	
6-way Plugging Boxes	10.00	

******

WOULD BE USED EXCLUSIVELY FOR GRIFFITH

Kliegs made into Soft Banks	18.00	$365
1000-watt Stands	1.50	
500-watt Spot	12.50	
1000-watt Spot	12.50	
1000-watt Bank. - 20 lights	75.00	

Very truly,

J. J. Gain

Assistant General Manager

JJG:C

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT

A. JOHN GRIFFITH
ACTING TREASURER

March 9, 1926.

Dear Mr. Griffith:

The fourth annual meeting of the members of the Association will be held, as indicated in the enclosed notice, in accordance with the By-Laws, on March 30, 1926, at our Board room here at two o'clock in the afternoon for the purpose of electing directors. A meeting of the new directors will immediately follow the adjournment of the members' meeting and, therefore, I earnestly request that you be present without fail on the thirtieth.

In the event that you cannot personally attend the members' meeting, I am enclosing proxy which requires the personal attendance of whomsoever you designate. As you know, there can be no proxy given to anyone to attend a directors' meeting for you. Therefore, it is essential that you, personally, be present at the Board meeting. You will be elected a director at the annual meeting of the members and I simply want to be sure that you will be here on that day as I will make my annual report at the Board meeting and appoint the members of the Executive Committee and standing committees of the Board of Directors.

It will be appreciated if you will advise me as to your attendance at these two meetings on the thirtieth of this month.

With kindest personal regards, I am

Sincerely yours,

Will H. Hays

Mr. D.W. Griffith,
D.W. Griffith, Inc.,
Mamaroneck, New York.

Copy to Mr. A.H.T. Banzhaf

1 5 11

COPY

New York Office,
1474 Broadway, N. Y. C.,
March 9, 1925.

Mr. A. W. Hammons,
Hotel Ambassador,
Los Angeles, Calif.

Dear Earle:

I am writing to remind you to please take up with Jack White the matter of cutting "His Darker Self" down to two reels. When Mr. White was here he talked with me on the subject, and said when he got to the Coast he felt quite confident he could take the picture, and by probably taking a few scenes and by re-writing the titles, he had hopes of making a very good subject out of it. Mr. Flinn is out at the Coast now, and if you run into him you might have a chat with him about it, but at any rate he has given his permission for us to withdraw the feature from their program at any time we see fit, and he would be very pleased to turn over to us gratis any advertising matter that they may have on hand. I trust you will be sure and look into this matter.

Mr. Mahlstedt had me on the phone yesterday relative to getting permission from our stockholders. I am going to have he and Banzhaf get together today on this matter.

With best wishes,

Very truly yours,

Vice-President.

D. W. Griffith, Inc.

ALG/CC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART LIBRARY

At a Special Meeting of the Board of Directors of D.W.GRIFFITH, INCORPORATED, held at its office 1476 Broadway, City of New York, on the 10th day of March, 1926, at 10:30 A.M.

PRESENT: D.W.GRIFFITH
A.L.GRAY
J.C.EPPING
A.H.T.BANSHAF

constituting a majority of the Board.

Mr. Griffith presided and called the meeting to order.

Mr. Banshaf presented Waiver of Notice of the meeting signed by all the directors, except Lee Benoist, and he reported that Mr. Le Benoist would sign the same.

Upon motion duly made, seconded and carried, the reading of the minutes of the meeting of the Board of Directors last held was duly waived.

Mr. Banshaf then reported that he and Mr. Epping had arranged to borrow $175,000. from the Motion Picture Capital Corporation on account of the financial needs of the Corporation.

Upon motion duly made, seconded and carried, the following resolution was unanimously adopted:

RESOLVED; that the President and/or Treasurer of this Corporation be and they hereby are authorized to borrow from MOTION PICTURE CAPITAL CORPORATION, a Delaware Corporation, the sum of $175,000. and to make, execute, endorse and deliver the Corporation's demand promissory note in that amount with interest at the rate of 6% per annum and to deliver to said Motion Picture Capital Corporation any and all negatives, films and contracts for the sale, lease, exhibition and/or distribution of any photoplays which may be owned by this Company or in which this Company may have an interest, together with all proceeds from the sale, lease, exhibition and/or distribution thereof, together with any or all mortgages upon the real or personal property of this Corporation;

also together with an assignment of the contract of sale of the Studio property, situated at Mamaroneck; also an assignment of any and all insurance held on the life of David W.Griffith as may be deemed advisable, together with an assignment of the salary or salaries, percentages or emoluments due Mr. Griffith and D.W.Griffith, Incorporated arising out of their contract with the Famous Players Corporation under date of the 10th day of June, 1924, and the 20th day of January, 1925, together with any other collateral which the said Motion Picture Capital Corporation may demand and for that purpose to make, execute and deliver a collateral agreement with said Motion Picture Capital Corporation for the repayment of said loan and interest and the securing of said Motion Picture Capital Corporation therefor in such form as may be agreed upon by the counsel of this Corporation and the counsel to the Motion Picture Capital Corporation, and that out of the funds so derived by Motion Picture Capital Corporation, the officers of this Corporation be and they hereby are directed to consent to the purchase by the Motion Picture Capital Corporation of the lien now held by P.A.Powers of the City of New York arising out of an assignment under date of January 25th 1924 by and between D.W.Griffith and D.W.Griffith, Incorporated, parties of the first and second parts respectively, and P.A.Powers as party of the third part, and that upon the purchase of said lien by the Motion Picture Capital Corporation, the said officers of this Corporation be and they hereby are instructed to execute and deliver any and all other collateral agreements which said Motion Picture Capital Corporation may require.

BE IT FURTHER RESOLVED, that the Secretary of this Corporation be and he hereby is authorized to affix the corporate seal of this Corporation to any and all such agreements; and

BE IT FURTHER RESOLVED, that the Secretary of this Corporation be further authorized to certify a copy of the foregoing resolutions and to affix the corporate seal thereto.

Upon motion duly made, seconded and carried, the following resolution was duly passed:

RESOLVED, that until further notice all checks and/or drafts drawn in the name of this Corporation for the payment of moneys shall be countersigned in each and every

instance by FRANK H. WILSON, as Auditor, or WILLIAM H. WALKER, as Assistant Auditor, before said instruments shall be good and valid; and

BE IT FURTHER RESOLVED, that the Secretary of this Corporation be and hereby is authorized, empowered and instructed to transmit to any and all Banks with which this Corporation may have funds on deposit, a copy of this resolution duly certified by him.

Mr. Senshaf stated that since the Corporation's contract with the Famous Players Lasky Corporation obviated the necessity of maintaining its studio at Hummelstown, as Mr. Griffith is now using the Famous Players facilities, and for the purpose of economizing, its officers had contracted to sell the studio property to Mr. Earl W. Hammons pursuant to contract dated January 2nd 1925, and in order to consummate such contract it would be necessary to have the matter voted upon at the regular annual meeting of the stockholders to be held on April 6th 1925 and/or to obtain the consents of a majority of the Class "A" stockholders to such sale, it was therefore advisable to give notice of such contract of sale in the call for the annual meeting of stockholders of the Corporation. Whereupon, upon motion duly made, seconded and carried, the following preambles and resolutions were unanimously adopted:

WHEREAS, the Board of Directors of this Corporation feel that it is for the best interests of the Corporation to sell all its real estate holdings and particularly the Studio property in accordance with the contract entered into with Earl W. Hammons, under date of January 2nd 1925; and

and/or sales

WHEREAS, in order to consummate such sale, it is necessary to get the consent in writing or the affirmative vote of the majority of the holders of Class "A" stock of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the proper officers of this Corporation be and they hereby are authorized and directed to call the regular annual meeting of stockholders to be held on April 6th 1925, at the office of the Company, Room 607, Calvert Building, 101 East Fayette Street, Baltimore, Md., and incorporate in such notice the following:

1. The election of a Board of Directors.

2. To take the vote of and/or assent at said meeting, and/or after any adjournment thereof, to receive from time to time the consent or consents of the holders of a majority of the Class "A" stock authorizing and confirming the sale of the studio property of the Corporation at Mamaroneck, New York, according to a certain contract, dated January 8, 1948, between the Company and [illegible] of New Rochelle, New York; and authorizing the sale of said property, or any or all of it, or of any or all of the remaining real property and improvements thereon, if any, from time to time thereafter as the directors in their judgment at any time may determine to be for the best interests of the company.

Mr. Bunshaf further stated that he advised that Article E, Paragraph VI, Sub-divisions "1" and "3" of the Certificate of Incorporation of the Griffith Corporation should be amended in order that there might be no question as to the directors' or officers' authority to assign or pledge the personal assets (as distinguished from the realty assets of the Corporation) as collateral security for loans in the ordinary course of business, since some banking institutions had questioned the directors' right so to do and that the Corporation was greatly handicapped and inconvenienced because of such provisions in the Charter. He stated that it would require the affirmative vote or the written consent of the holders of ~~a majority~~ of the Class "A" stock to amend said Article E, Section VI, Sub-divisions "1" and "3" and therefore recommended that notice be given in the call of said annual meeting proposing the amendment of said provisions. Whereupon, upon motion duly made, seconded, the following preambles and resolutions were unanimously adopted:

WHEREAS, it appears that Sub-divisions "1" and "3" of Section VI of Article E of the Certificate of Incorporation of the Griffith Corporation limits and restricts the Board of Directors in negotiating loans in the usual course of the business of the Corporation; and

WHEREAS, it is believed by this Board that the proposed amendment or amendments to said Charter is advisable and for the best interests of the Corporation, and that it is essential to call a meeting of the stockholders to take action thereon; and

WHEREAS, such amendments can only be made on the affirmative vote or written consent

of the holders of a majority of the Class "A" stock at the time issued and outstanding; and

WHEREAS, notice will be sent out to all the stockholders of the D.H.Cattron Corporation calling the regular annual meeting of stockholders on April 4th next; and

WHEREAS, this Board recommends that the Corporation Charter, Sub-divisions (1) and (3) of Section VI, Article E be amended to read as follows:

"(1) Dispose (by sale, consolidation, merger, lease or otherwise) of the property and business of the Corporation substantially in their entirety; provided, however, that the sale and/or pledge of films in usual practice of the business shall not be deemed to be limited hereby;

(3) Create or assume any mortgage securing the issue of bonds other than purchase money mortgages;"

NOW, THEREFORE, BE IT RESOLVED, that this Board declares that such amendment or amendments is or are advisable and for the best interests of this Corporation and this Board directs that in the notice of call for the next annual meeting of stockholders, notice as follows be incorporated therein:

3. To take action upon a resolution of the Board of Directors declaring it advisable that Sub-divisions (1) and (3) of Section VI of Article E of the Certificate of Incorporation be amended so as to read as follows:

(1) Dispose (by sale, consolidation, merger, lease or otherwise) of the property and business of the Corporation substantially in their entirety; provided, however, that the sale and/or pledge of films in usual practice of the business shall not be deemed to be limited hereby;

(3) Create or assume any mortgage securing the issue of bonds other than purchase money mortgages;"

There being no further business to come before the meeting the same was adjourned.

Albert N. T. Bagley
Secretary.

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt of destination as shown on all messages, is STANDARD TIME.

Received at

1925 MAR 10 AM 2 49

SE76 23 NL

HOLLYWOOD CALIF 9

D W GRIFFITH

HOTEL ASTOR NEWYORKCITY NY

FINISHED MY PICTURE SATURDAY ANXIOUS TO GO WITH YOU CAN LEAVE HERE ON MINUTE NOTICE IF YOU WANT TO SEE MY LATEST PICTURES CALL ARROW FILM CORP 220 WEST 42 ND ST LAST COMEDY PICTURE SURE FIRE FLINT RELEASED THROUGH COMMONWEALTH FILM CORP NYCITY ADDRESS HILLVIEW APTS HOLLYWOOD CAL REGARDS

DELL HENDERSON.

$ 17,500.00 March 10th 1925

On demand after date we promise to pay to

the order of OURSELVES

Seventeen thousand five hundred - - - - - - - - - - - - - - - - - - Dollars

Payable at Hamilton National Bank, 130 W. 42nd Street, New York City.

Value received without interest. D.W.GRIFFITH, INCORPORATED

No. Due By

COLUMBIA BOND Drummer Press, Printers & Stationers, 927 Broadway, New York

---

$ 56,945.75 March 10th 1925

On demand after date we promise to pay to

the order of OURSELVES

Fifty-six thousand nine hundred forty-five and 75/100 Dollars

Payable at Hamilton National Bank, 130 West 42nd Street, New York City

Value received with interest at 6%. D.W.GRIFFITH, INCORP

No. Due By

COLUMBIA BOND Drummer Press, Printers & Stationers, 927 Broadway, New York

---

$1933.90 NEW YORK CITY, MARCH 10th, 1925

ON DEMAND - - - - - - - - - - - - after date WE promise to pay to

the order of - - - - - - - - OURSELVES - - - - - - - - - - - - - -

ONE THOUSAND NINE HUNDRED THIRTY-THREE AND 90/100 - - - - - - - Dollars

Payable at HAMILTON NATIONAL BANK, 130 WEST 42nd STREET, NEW YORK CITY, N.Y.

Value received WITH INTEREST AT 6% D. W. GRIFFITH, INCORPORATED.

No. Due ON DEMAND

COLUMBIA BOND Drummer Press, Printers & Stationers, 927 Broadway, New York

D. W. Griffith

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. Griffith

MOTION PICTURE CAPITAL CORPORATION
By
Frank R. Wilson
President.
By
Wm. Walker
Assist. to the President.

D. W. Griffith

D. W. GRIFFITH, INCORPORATED.
TREAS.

MOTION PICTURE CAPITAL CORPORATION
By
Frank R. Wilson
President.
By
Wm. Walker
Assist. to the President.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

COPY

WEST COAST THEATRES, INC.
800 Knickerbocker Building
Los Angeles, Calif.

March
Tenth
1926.

Mr. Will H. Hays,
President, Motion Picture Producers &
Distributors of America, Inc.,
522 Fifth Avenue,
New York City, N. Y.

My dear Mr. Hays:

When you were in Los Angeles you will probably recall that I spoke to you about a letter that the National Theatres Company was circulating, wherein they showed how circuit buying would decrease the cost of pictures. I am now enclosing a copy of such letter. I want you to believe me when I say that this has never been the practice of the West Coast Theatres.

The National Finance Company are fiscal agents for the National Theatres Syndicate of California, and their address is Loew's Warfield Building, 988 Market Street, San Francisco.

I am sending this information on because I thought it would be interesting and you may use it in any way that you see fit. I want you to know that this letter is part of their data for the use of their stock salesmen and it came to my notice with other papers on vital statistics affecting theatre profits.

The National Theatres Company owns about fourteen houses, all in the State of California, and have a large capital stock which they are selling to the public.

With cordial regards, I am,

Sincerely yours,

(Signed) SOL LESSER

WEST COAST THEATRES, INC.

SL*G

COPY

April 1, 1924.

National Finance Co.

As an illustration of what a circuit, combined with thorough knowledge of the workings of film exchange, can do compared with an individual, I am citing reductions made by me in contracts previously entered into by Richards for the Richards Theatre, Modesto, and which theatre was purchased by us on August 1, 1923. What is true in this instance is equally applicable in all cases where individually owned theatres are acquired by a circuit.

Richards had signed contracts amounting to $1,470.00 with the Exchange: listed below. We had these contracts cancelled and made superseding contracts for the same pictures, amounting to $750.00 - or a saving of $720.00.

ALL STAR FILM EXCHANGE	DAYS TO RUN	RICHARD'S CONTRACT	SUPERSEDING CONTRACT
Heedless Moths	1/3	$50.00	$30.00
Bing Bang Boom	"	35.00	35.00
Thorns & Orange Blossoms	"	75.00	35.00
The Hero - 8-16-17	"	75.00	30.00
Are you a Failure?	"	75.00	15.00
The Last Hour	"	75.00	30.00
Wild Cat Jordan	"	25.00	15.00
Jealous Women	"	75.00	35.00
The Unknown	"	25.00	15.00
The Cub Reporter	"	25.00	15.00
Watch Him Step	"	25.00	15.00
Luck	"	50.00	25.00
Circus Days	1/4	225.00	150.00
Grub Stake	1/3	65.00	30.00
Web of the Law	"	25.00	15.00
Quicksands	"	65.00	30.00
Super-six	"	25.00	15.00
Bohemian Girl	"	40.00	25.00
Vengeance of Deep	"	50.00	25.00
Darling of the Rich	"	25.00	15.00
Good Men and Bad	"	25.00	15.00
Modern Marriage.	"	65.00	30.00
		$1220.00	$625.00
UNIVERSAL FILM EXCHANGE			
6 Baby Peggy Comedies	1/3	150.00	75,00
Bavu	"	100.00	50.00
		$ 250.00	$125.00
	Grand Total	$1470.00	$750.00

This saving in film costs is both logical and natural, and is due to the fact that a circuit rents film for a large number of theatres, thus having preference in selection and price over individual ownership.

(Signed) L. R. Crook
President.

DAVID W. GRIFFITH
D.W.GRIFFITH,INCORPORATED

-and-

MOTION PICTURE CAPITAL CORPORATION,

. . . . . .

AGREEMENT.

. . . . . .

THIS AGREEMENT made this 11th day of March March, 1925, by and between DAVID W. GRIFFITH, of Mamaroneck, County of Westchester, State of New York, first party, D. W. GRIFFITH, INCORPORATED, a Maryland Corporation, second party and MOTION PICTURE CAPITAL CORPORATION, a Delaware Corporation, third party,

W I T N E S S E T H :

The third party has, at the request of the parties of the first and second parts, purchased from Patrick A. Powers a certain demand promissory note in the amount of Two Hundred Thousand ($200,000) Dollars, dated January 25th, 1925, made by the Party of the Second Part, payable to "Ourselves" and endorsed by the Parties of the First and Second Parts, and certain agreements and other collateral security given therefor by the Parties of the First and Second Parts, upon which note the Parties of the First and Second Parts admit and represent there is now due and owing the sum of One hundred eighteen thousand fifty four and 25/100 ($118,054.25) Dollars..... and

Whereas the Party of the Second Part has executed and the third party is in possession of a certain demand promissory note to the order of "Ourselves" endorsed by the parties of the first and second parts in the sum of Fifty six thousand nine hundred forty five and 75/100 ($56,945.75) Dollars..... which said note is dated March 10th, 1925, and bears interest at the rate of six (6%) per cent. per annum.

The first party is financially interested in the second party and has joined with it in requesting a loan to the second party from the third party in the face amount of the note above referred to and to be evidenced thereby.

The first and second parties have contracted with the Famous Players-Lasky Corporation under date of the 10th day of June, 1924, a copy of which contract is hereto annexed as "Exhibit B", whereby the first party is to make for the said Famous Players-Lasky Corporation three (3) pictures, one so-called "Program Picture" and two so-called "Special Feature Motion Pictures" for which services said Famous Players-Lasky Corporation agrees by said contract to pay the sum of Six Thousand ($6,000.) Dollars per week, beginning with the first "shooting" date of each production, to the first and second parties jointly, which said first and second parties have agreed to divide in the proportion of Four Thousand ($4,000.) Dollars to the first party and Two Thousand ($2,000.) Dollars to the second party.

The first and second parties are further under contract with the Famous Players-Lasky Corporation under date of January 20th, 1925, a copy of which contract is hereto annexed as "Exhibit C", supplementing the aforesaid contract to make one additional so-called "Program Feature and/or Photoplay" upon the same terms and conditions, and at a compensation of Four Thousand ($4,000.) Dollars per week to the party of the first part, and Two Thousand ($2,000.) Dollars per week to the party of the second part, as per the terms of the said supplemental agreement, which photoplay is to be delivered by the parties thereto to the United Artists Corporation, a Delaware Corporation, having an office in the City, County and State of New York, for the purpose of distribution throughout the entire world, in accordance with the terms of the contract existing by and between party of the first part and second part and said United Artists Corporation under date of the 10th

day of January, 1925, a copy of which is hereto annexed as "Exhibit D".

The second party is the owner of the negatives and positive films and prints of the feature photoplays, viz:

"BROKEN BLOSSOMS"
"LOVE FLOWER"
"DREAM STREET"
"WAY DOWN EAST"
"ORPHANS OF THE STORM"
"ONE EXCITING NIGHT"
"THE WHITE ROSE"
"AMERICA"
"ISN'T LIFE WONDERFUL"

And whereas, the said note above mentioned, formerly held by Patrick A. Powers, has been purchased and secured by the party of the third part at the instance and request of the parties of the first and second parts, and the parties of the first and second parts have requested the party of the third part to lend to the party of the second part an additional sum of Fifty six thousand nine hundred forty five and 75/100 ($56,945.75) Dollars, this indebtedness to be evidenced by said demand promissory note of the second party to the order of "Ourselves" endorsed by the second party, and the first party, in the sum of Fifty six thousand nine hundred forty five and 75/100 $56,945.75 Dollars, with interest at the rate of six (6%) per cent. per annum and dated the 10th day of March, 1925, for the purpose of gradually liquidating the outstanding indebtedness of the party of the second part.

The second party has heretofore assigned and delivered to one PATRICK A. POWERS, of the Borough of Manhattan, City of New York, assignments of the aforesaid photoplays, viz:

"BROKEN BLOSSOMS"
"LOVE FLOWER"
"DREAM STREET"
"WAY DOWN EAST"
"ORPHANS OF THE STORM"
"ONE EXCITING NIGHT" (excepting one-half interest in the foreign distribution rights)
"THE WHITE ROSE"
"AMERICA"
"ISN'T LIFE WONDERFUL" (subject to agreement between Empire Trust Co., Famous Players-Lasky Corporation and parties of the first and second parts, as hereinafter referred to)

together with all contracts, agreements and leases now or hereafter made for the leasing, sale, distribution and/or exhibition of the said photoplays, together with all books, stories, scenarios, motion picture stories and copyrights relating to the same, together with certain other collateral hereinafter mentioned, under an agreement dated the 25th day of January, 1924, between DAVID W. GRIFFITH, D. W. GRIFFITH, INCORPORATED and PATRICK A. POWERS, as security for the repayment of the sum of Two Hundred Thousand ($200,000.) Dollars, with interest, (of which sum there remains a balance due said P. A. Powers of One hundred eighteen thousand fifty four 25/100 ($118,054.25) Dollars) under the terms and conditions as set forth in said agreement, and which note and all security therefor has been assigned by the said Powers to the party of the third part.

NOW, THEREFORE, this agreement WITNESSETH: That for and in consideration of the sum of One ($1.00) Dollar lawful money, by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged and other good and valuable considerations, the parties hereto agree as follows:

FIRST: The third party agrees to lend to the party of the second part the sum of Fifty six thousand nine hundred forty five and 75/100 Dollars ($56,945.75) to be evidenced by

the demand promissory note of the party of the second part to the order of "Ourselves" endorsed by the first and second parties and delivered to the third party in the sum of Fifty six thousand nine hundred forty five 75/100 Dollars, $56,945.75 with interest at the rate of six (6%) per cent. per annum, dated the tenth day of March, 1925.

SECOND: The first and second parties hereto as security for the said loan and for the said note formerly held by Patrick A. Powers and to insure the repayment of the full amount of said loan and of all sums due upon said note with interest to the third party, do hereby sell, assign, transfer and set over to the third party the negative and positive prints of the feature photoplays, viz:

"BROKEN BLOSSOMS"
"LOVE FLOWER"
"DREAM STREET"
"WAY DOWN EAST"
"ORPHANS OF THE STORM"
"ONE EXCITING NIGHT" (excepting one-half interest in the foreign distribution rights)
"THE WHITE ROSE"
"AMERICA"
"ISN'T LIFE WONDERFUL" (subject to agreement between Empire Trust Co. and parties of the first and second parts, dated July 1, 1924, a copy of which is hereto annexed as "Exhibit F", hereinafter referred to.)

together with all books, stories, scenarios, motion picture stories and copyrights relating to the said pictures, and also all sums of money now due or to become due on account of any contracts, agreements or leases now or hereafter made for the leasing, sale, distribution and/or exhibition of any and all said photoplays now had or hereafter to be had with any person, firm or corporation in the United States, its possessions and/or any foreign country.

THIRD: The first and second parties also sell, assign, transfer and set over to the third party the weekly compensation in the total sum of Six Thousand ($6,000.) Dollars received or to be received by the first and second parties from Famous Players-Lasky Corporation, pursuant to the terms of the contract and supplemental contract by and between the first and second parties and Famous Players-Lasky Corporation under date of 10th day of June, 1924, and 30th day of January, 1925, respectively, copies of which are hereto annexed as "Exhibit B" and "Exhibit C" respectively, and all their rights, profits and emoluments arising out of the aforesaid contract.

The first and second parties hereby grant to the third party, its successors and assigns, full power and authority for its own use and benefit and in the name of the first and/or second parties or in its own name from time to time, to ask, demand, receive, compound and give acquittances for any such contracts, royalties, salaries, percentages, emoluments or moneys due or to become due, received or to be received or any part thereof and in their respective names or otherwise to prosecute, settle, adjust and/or withdraw any suit or proceedings in law or in equity therefor including all such contracts, agreements, royalties, salaries, percentages, emoluments and moneys which in any way relate to or are a part of the feature photoplays referred to in Paragraph "SECOND" hereof, and the royalties, salaries, percentages, emoluments or moneys, as more fully stated aforesaid in this Paragraph arising out of the contract of the first and second parties with the Famous Players-Lasky Corporation.

FOURTH: The first and second parties represent as follows:

(a) That the feature photoplays and rights in them and other properties set forth in Paragraph "SIXTH" above are owned by them free and clear of any liens or other obligations, other than those created by the agreement between the parties of the first and the second parts with Patrick A. Powers under date of January 25, 1924, and by the agreement between the Parties of the first and second parts and Empire Trust Co. under date of July 1, 1924, a copy of which is hereto annexed and made part hereof as "Exhibit F".

(b) That there is now due and owing to the said Patrick A. Powers under the said agreement dated January 25, 1924, the sum of One hundred eighteen thousand fifty four 25/100 ($118,054.25) Dollars.

(c) That this agreement is intended to create security for the third party for the repayment of the advance made hereunder and for the repayment of said note and interest thereon given to Patrick A. Powers and assigned by said Powers to the party of the third part as herein stated, and of interest and compensation hereunder and any other indebtedness of the first and/or second parties to the third party.

(d) That the feature photoplay called for by the contract of January 10, 1925, between the parties of the first and second parts and UNITED ARTISTS CORPORATION, a copy of which is hereto annexed and made a part hereof as "Exhibit D", is now in the process of production at the Famous Players-Lasky

Corporation's studio pursuant to the contracts between the parties of the first and second parts and Famous Players-Lasky Corporation, a copy of which is hereto annexed as "Exhibit V", being that dated June 10, 1924, and January 20, 1926, and that it will be completed and ready for distribution, lease, sale and/or exhibition and delivered to the United Artists Corporation on or before the 1st day of September, 1925.

(e) That payments to the third party of the weekly compensation as set forth in Paragraph "THIRD" above have already begun to be made by Famous Players-Lasky Corporation to the first and second parties.

(f) That Empire Trust Company has no lien on any of the properties or rights pledged, assigned or conveyed under this agreement, except on the photoplay, "Isn't Life Wonderful".

FIFTH: The first and second parties hereto further agree that they will authorize and direct the United Artists Corporation and/or any other distributing agent which may have an agreement or contract with the first and second parties for the leasing, exhibition and/or distribution of any of the photoplays mentioned in Paragraph "SECOND" of this agreement, to make payment direct to the third party of all of such proceeds of any such leasing, distribution or exhibition, contracts or agreements, until otherwise directed by the third party, subject to the right of the Empire Trust Company to receive payment of such proceeds as provided in agreement relative to the motion picture entitled "ISN'T LIFE WONDERFUL", a copy of which is annexed as "Exhibit F", and the first and second

parties hereto further agree that they will authorize and direct the Famous Players-Lasky Corporation and/or any other firm or corporation which may have an agreement or contract with the first and second parties for the services of D. W. Griffith pursuant to the terms of the contract now existing between David W. Griffith, D. W. Griffith, Incorporated, and Famous Players-Lasky Corporation herein referred to, to make payment direct to the third party of all such salaries, compensation, per centages, emoluments and/or royalties until otherwise directed by the third party until all the indebtedness of the first and the second parties to the third party hereto and interest thereon shall be fully paid and satisfied. Such notice is to be in the form hereto annexed as "Exhibit G".

SIXTH: The parties of the first and second part covenant and warrant that they have not assigned or encumbered their rights under the terms of said contract as amended with Famous Players-Lasky Corporation, or any salaries, percentages or bonuses arising therefrom.

SEVENTH: The first and second parties further agree that in the event that any royalties or moneys are paid to them or either of them on account of the purchase or sale, leasing, exhibition or distribution of any of said photoplays, including net receipts from any "Road Showings" herein referred to, in-

cluding the entire world, that the same will forthwith be delivered and paid over to the third party as its property until the full amount of any and all the indebtedness of the second party to the third party has been paid in full. It being understood, however, that Proceeds of Distribution of the Production "Isn't Life Wonderful" shall be paid to the Empire Trust Company until its obligation under contract hereto annexed as "Exhibit F" shall have been paid in full.

NINTH: The first and second parties further agree that the negatives of all the photoplays referred to herein, except such times when the negatives may be used for purposes of printing positives thereof, shall be stored in Compartment No. 1 of the fireproof, concrete vault located approximately fifty (50) feet west of the laboratory situated on the studio of the second party at Mamaroneck, New York, and hereby leased to the party of the third part until the full payment of this obligation; and agree to execute a separate lease in writing for one (1) year of such compartment to the party of the third part. Should the party of the second part remove from the premises known as the "studio property" pursuant to the terms of the contract of sale of the said property as hereinafter mentioned, at the time of such removal the party of the second part shall deliver said negatives to the party of the third part as it may direct.

TENTH: The first and second parties further represent and agree that all moneys and credits received from the third party on the account of the loan

herein referred to shall be used and employed exclusively in the liquidation of the outstanding accounts and notes payable of the party of the second part and that the said party of the second part further agrees that it will incur no new or further obligations arising out of the production or exploitation and/or other expense regarding the production or distribution of motion picture photoplays without the written consent of the party of the third part first had and received.

ELEVENTH: The first and second parties agree that they will forthwith mark the ledgers and/or any other books of account or record wherein any reference is made to the photoplays:

BROKEN BLOSSOMS
LOVE FLOWER
DREAM STREET
WAY DOWN EAST
ORPHANS OF THE STORM
ONE EXCITING NIGHT
THE WHITE ROSE
AMERICA
ISN'T LIFE WONDERFUL

or any contracts, leases or agreements for the sale, leasing, distribution and/or exhibition thereof with a statement in substance as follows:-

> "The negatives and films of this photoplay, together with all contracts and agreements for leasing, exhibition and distribution thereof and the proceeds of all moneys received or to be received therefrom, are the property of Motion Picture Capital Corporation under an agreement made and entered into between David W. Griffith, D. W. Griffith, Inc. and Motion Picture Capital Corporation, dated March 1925."

TWELFTH: The first and second parties agree to deliver to the third party, upon demand, policies of insurance covering the negatives and films of said photo-

plays and all of them against loss by fire, theft or otherwise, and keep each of the same insured in an amount to be determined by the third party, said policy or policies of insurance shall be payable to MOTION PICTURE CAPITAL CORPORATION.

THIRTEENTH: The third party shall at no time be responsible for the loss or destruction of said negatives or films or for the safe custody of said films or negatives.

FOURTEENTH: The second party further grants, bargains, sells and conveys to the third party all that piece and parcel of real estate situate on Orients Point, in Mamaroneck, County of Westchester, State of New York, known as the "studio property" of second party, and more particularly described in a contract of sale, a copy of which is hereto annexed as "Exhibit I", executed by second party with one Earl W. Hammons, of the City of New York, for the purchase of the said property by the latter from the former. This conveyance is made subject to said contract of sale. The party of the second part further hereby assigns all its rights of, in, to and under the said contract of sale to the party of the third part, as additional security for the repayment of the advance made hereunder and of any and all debts and obligations which may be due or become due to third party from first and/or second parties. On demand, the second party will execute and deliver to the third party a full warranty deed covering the property conveyed by this paragraph. The property hereby conveyed is conveyed subject to existing mortgages aggregating the total sum of One Hundred seventeen thousand five hundred ($117,500) Dollars.

FIFTEENTH: The first and second parties hereby waive presentment, demand, protest and notice of dishonor of the note herein referred to and of any and all other notes or obligations of the first and second parties, or either of them at any time by the third party.

SIXTEENTH: It is agreed by the parties hereto that moneys loaned or advanced to the party of the second part hereunder, and all moneys hereafter received from the United Artists Corporation are to be used only in liquidating current obligations of the party of the second part, other than obligations owing to J. C. Epping, to the party of the first part, and to the United Artists Corporation, and that all such funds are to be deposited in a Special Account in a Bank or Trust Company in New York City, and that no sums shall be withdrawn therefrom except by check signed by the party of the second part and countersigned by Frank R. Wilson or William R. Walker, President and Assistant to the President of the party of the third part, respectively.

SEVENTEENTH: This agreement and all property and rights assigned hereunder shall also be collateral security for the said note given to F. A. Powers, now held by the party of the third part; the note given hereunder to party of the third part, and for any other loans, notes, obligations or indebtedness of the second party to the third party.

EIGHTEENTH: As additional collateral to secure the repayment of the advance made hereunder and of any debts or obligations of the first and second parties which may exist or come into existence, the first and

second parties hereby assign to the third party any and all collateral on deposit with Patrick A. Powers and/or the Central Union Trust Company as security for loans made by them to first and third parties. The third party may, at any time, demand from the first and second parties additional or other further security for the payment of the obligation hereinbefore referred to, and any other obligations of the first and second parties, and upon making such demand the first and second parties agree to forthwith deliver said additional collateral or security to the third party.

NINETEENTH: It is further understood and agreed that, if the third party rediscounts or pledges as security for its own obligations the note executed by the first and second parties under this agreement with any bank, trust company, firm or individual, any collateral or funds on deposit with such bank, trust company, firm or individual belonging to the parties of the first and/or second part will thereupon become collateral for the loan covered by this agreement subject to any liens of such bank, trust company, firm or individual.

TWENTIETH: The first and second parties represent and agree that they will at no time, until the full amount of this obligation is paid, without the consent of the third party first had and obtained in writing, create or allow to accumulate any other obligations or indebtedness against either of them, nor will either of them sell, assign, transfer or create any lien upon any of the photoplays or the negatives thereof herein referred to and/or

the royalties or moneys to become payable and/or the salaries, percentages, emoluments, royalties or moneys to become payable as herein referred to until the full amount of this obligation is paid, without the consent of the third party.

TWENTY-FIRST: The first and second parties agree that they will deliver to the UNITED ARTISTS CORPORATION and/or any other distributing corporation, distributing any productions assigned hereunder, written directions to pay the full amount of all royalties and moneys received or to become due from the exhibition and/or distribution of all or any of said photoplays direct to the third party at its office at 342 Madison Avenue, in the Borough of Manhattan, City of New York.

TWENTY-SECOND: The second party hereby constitutes and appoints the third party, and any of its employees or agents, its true and lawful attorney-in-fact to inspect and take excerpts from the books of account of the United Artists Corporation, or any other Corporation through which the second party may now or hereafter distribute, sell or exhibit all or any of the photoplays herein referred to, under the same circumstances and conditions as the second party might or could do in accordance with any contract with such United Artists Corporation or any other distributing organization now had or hereafter made.

TWENTY-THIRD: The first and second parties represent that all Federal and State Taxes which may have been assessed against the second party, except such as have been duly protested and are being contested in good faith, have been paid and that there are no unpaid taxes of any nature or description outstanding and unpaid.

TWENTY-FOURTH: The first and second parties further agree that the third party may, in its discretion at any time that the loan herein provided for or any part thereof is called by the third party, or remains unpaid for thirty (30) days thereafter, sell, assign, transfer or set over, either by public or private sale, the said negatives, films, prints, contracts and/or leases, copyrights and other property hereby assigned, either in whole or in part, upon ten (10) days notice in writing to the party of the second part, such sale being hereby consented to by the said parties, and the purchaser thereof shall acquire full and exclusive right to the use of the name of the first party, DAVID W. GRIFFITH, in connection with the photoplays hereinbefore referred to, and the photoplays referred to herein and all of the negatives and films thereof, with full powers, rights and authority to change the stories, or to cut and change the photoplays and retain the name of the first party as producer thereof, subject to the lien and claim of the Empire Trust Company of New York, relative to the photoplay "ISN'T LIFE WONDERFUL", as set forth in the agreement of the 1st day of July, 1924, a copy of which is hereto annexed as "Exhibit F".

TWENTY-FIFTH: The third party may sell any of the collateral herein referred to by public sale, but with ten (10) days' notice in writing mailed or delivered to the first party or second party, and at such sale may be the purchaser in its own right, and any moneys received from said sale will be applied on account of the indebtedness herein referred to and remaining due.

TWENTY-SIXTH: The first and second parties agree that they will deliver to the third party, duly as-

signed to the third party, the policy or policies of life insurance issued by the

Company or Companies

on the life of DAVID W. GRIFFITH, in the total sum of One hundred fifty thousand ($150,000) Dollars, the proceeds thereof to be paid upon the death of said David W. Griffith to the third party, and the said policy and the proceeds thereof shall be additional collateral to this or any other obligation of the first and/or second parties now had or hereafter held by the third party, and the proceeds of said policies of insurance shall be paid to the third party in the event of death of the first party, in accordance with the terms of the said policy and the assignment thereof, and the amount thereof, when received, applied on account of the indebtedness of the first and/or second parties to the third party.

The first and second parties covenant and warrant that they have not assigned the said policy or policies or any interest therein.

TWENTY SEVENTH: The first and second parties further represent and agree that the second party is owner in its own right of the studio and property included therein, located at Mamaroneck, New York; and of a thirty-two (32) acre tract of land at Mamaroneck, New York, near the afore-described studio property; that the aforementioned studio property is subject to mortgages aggregating One hundred seventeen thousand five hundred ($117,500) Dollars, and that the aforementioned thirty-two (32) acre tract is subject to a first mortgage of Ten thousand ($10,000) Dollars; that both of said real estate parcels are subject to the lien created in favor of P. A. Powers, under said agreement dated January 25, 1925, which said agreement has been assigned to the party of the third part as aforesaid, and is also subject to a contract of sale of the former-

described, so-called "studio property", consisting of twenty-eight (28) acres, as per the terms of the contract of sale aforementioned with EARL W. HAMMONS, under date of the 2nd day of January, 1926; and that both of said properties are free and clear of any lien or encumbrance, except those above mentioned; and that neither of the said parties of the first and second part will, at any time prior to the performance of said contract, permit any other mortgage to be placed thereon without the consent of the third party had or obtained in writing; and that said first and second parties agree to give to the party of the third part separate warranty deeds to each of the aforementioned properties upon demand by party of the third part. It is understood and agreed that, as further collateral for the loan made under this agreement, the third party is to have a lien on any and all real estate or rights in and to real estate owned or held by the second party.

TWENTY EIGHTH: The second party agrees that it will promptly pay all taxes, liens and assessments against the property at Mamaroneck and the interest on the mortgage thereon, all fire insurance and premiums on the life of the first party as hereinbefore referred to and included herein.

TWENTY NINTH: The first and second parties represent that the only part of any of the pictures herein referred to which have been heretofore sold is as follows: A one-half interest in the foreign rights of the Photoplay, "ONE EXCITING NIGHT" (with the exception of Canada).

THIRTIETH: The first and second parties hereby sell, assign and transfer to the third party, as additional collateral hereunder, all their remaining

right, title and interest in and to certain distributing contracts heretofore entered into between them and United Artists Corporation, dated the 5th day of February, 1919, a copy of which is hereto annexed as "Exhibit E", and the contract supplemental thereto dated January 10th, 1922, a copy of which is hereto annexed as "Exhibit F", respecting the pictures referred to and contracts for the sale, licensing or exhibition thereof, together with the moneys or royalties which may become due, or payable thereunder.

THIRTY FIRST: The third party agrees that, so long as the first and second parties shall faithfully perform all the terms and provisions hereof on their behalf undertaken, it will deduct and retain (and apply against any balance of indebtedness existing) from the payments of $6,000. per week, mentioned in paragraph "THIRD" hereof, the sum of Four thousand Dollars ($4,000.) from each of the first twelve payments, and Five thousand dollars ($5,000.) from each succeeding payment, until all indebtedness to the third party, with interest, has been fully paid and satisfied, and will pay over to the first and

Rider A. (page 20)

Nothing herein contained shall be construed to abridge the right and power of the party of the third part to call for payment, at any time, of the full amount due upon any demand notes of the second party endorsed by the parties of the first and second part.

agreement shall forthwith terminate and the third party agrees to execute, at the expense of the first and/or second parties, any papers, documents or releases which may be necessary and/or required to release the lien of third party on any of the property herein referred to.

THIRTY SECOND: The first and second parties agree and covenant to execute and deliver to the third party a separate bill of sale and assignment, in the form annexed hereto as "Exhibit A", and made part hereof, immediately on the execution of this agreement. The first and second parties agree to execute and deliver to the

right, title and interest in and to certain distributing contracts heretofore entered into between them and United Artists Corporation, dated the 5th day of February, 1919, a copy of which is hereto annexed as "Exhibit E", and the contract supplemental thereto dated January 10th, 1925, a copy of which is hereto annexed as "Exhibit D", respecting the pictures referred to and contracts for the sale, license or exhibition thereof, together with the moneys or royalties which may become due, or payable thereunder.

THIRTY FIRST: The third party agrees that, so long as the first and second parties shall faithfully perform all the terms and provisions hereof on their behalf undertaken, it will deduct and retain (and apply against any balance of indebtedness existing) from the payments of $6,000. per week, mentioned in paragraph "THIRD" hereof, the sum of Four thousand Dollars ($4,000.) from each of the first twelve payments, and Five thousand dollars ($5,000.) from each succeeding payment, until all indebtedness to the third party, with interest, has been fully paid and satisfied, and will pay over to the first and second parties, as it may be directed, the balance of each of such weekly payments received from Famous Players-Lasky Corporation. Rider A. appended.

Upon payment in full of all indebtedness of the first and second parties to the third party, this agreement shall forthwith terminate and the third party agrees to execute, at the expense of the first and/or second parties, any papers, documents or releases which may be necessary and/or required to release the lien of third party on any of the property herein referred to.

THIRTY SECOND: The first and second parties agree and covenant to execute and deliver to the third party a separate bill of sale and assignment, in the form annexed hereto as "Exhibit A", and made part hereof, immediately on the execution of this agreement. The first and second parties agree to execute and deliver to the

third party any other or additional grants, mortgages, leases, papers or other documents which may, in the opinion of the third party, be required to give to it title to the copyrights, trademarks, books, scenarios or photoplay stories of the negatives or photoplays referred to in this agreement.

THIRTY THIRD: Producer further covenants and agrees that in the event that any claim or demand should be made, or action at law or in equity commenced, either against Producer or Capital, arising out of the operation of this contract, or affecting in any manner the collateral securities hereby given to Capital, or affecting in any manner the repayment of the said notes made hereunder, and interest thereon and compensation therefor, that, in that event, Producer upon Capital's written demand, will promptly and diligently, at its own expense and through its own attorney defend such action or suit, or settle such claim or claims, and preserve and protect unimpaired the collateral securities and all other rights of Capital hereunder. In such litigation, if any, Capital shall be entitled to be represented by its own counsel the reasonable expense of which shall be paid by Producer, and shall be considered an advance hereunder and secured by the collateral securities herein granted.

THIRTY FOURTH: Each notice hereunder from one party to the other shall be in writing, enclosed in a postpaid envelope, addressed in the case of the party of the first part to 130 West 42nd, City of N.Y. in the case of the party of the second part to 130 West 42nd Street City of N.Y. and in the case of the party of the third part to No 342 Madison Avenue, New York City,

New York, or such other address as either of the parties hereto furnish to the other in writing.

IN WITNESS WHEREOF the party of the first part has hereunto set his hand and seal, and the second and third parties have caused these presents to be signed by their duly authorized officers and their respective corporate seals to be hereunto affixed on the day and year first above written.

D.W. Griffith (Sd) (L.S.)

D. W. GRIFFITH, INCORPORATED

By: [signature] President

ATTEST:

[signature] Secretary

MOTION PICTURE CAPITAL CORPORATION

By: Frederick H. Brownell Vice President

Attest: N.P. Sellorm Secretary

CITY, COUNTY AND)
STATE OF NEW YORK.) ss.:

On the day of March in the year 1925 before me personally came J.C.EPPING, to me known, who, being by me duly sworn, did depose and say, that he resided in the Boro of Queens, City of New York; that he is the Treasurer of D.W.GRIFFITH, INCORPORATED, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

CITY, COUNTY AND)
STATE OF NEW YORK.) ss.

On this day of March, 1925, before me personally came D.W.GRIFFITH, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

D. W. GRIFFITH,

D. W. GRIFFITH INCORPORATED

-and-

MOTION PICTURE CAPITAL CORPORATION.

BILL OF PALE.

EXHIBIT "A".

KNOW ALL MEN BY THESE PRESENTS, that DAVID W. GRIFFITH of the Village of Mamaroneck, County of Westchester, State of New York, on behalf of himself, his heirs and legal representatives, Party of the First Part, and D. W. GRIFFITH,INC., a Maryland Corporation, on behalf of itself, its successors and legal representatives, Party of the Second Part (the parties of the First Part and the Second Part being hereinafter called the "Sellers"), for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, confirm, alien, assign, transfer, set over, remise and release unto MOTION PICTURE CAPITAL CORPORATION, a Delaware Corporation, having its office at 41 East 42nd Street, New York City, its successors and assigns, Party of the Third Part, (hereinafter called the "Buyer"), the following, to wit:-

1. All the right, title and interest of the Sellers in and to all negatives of every kind, both domestic and foreign, now made, being made or to be made, and all additions and improvements thereon of the feature photoplays, viz:-

BROKEN BLOSSOMS
LOVE FLOWER
DREAM STREET
WAY DOWN EAST
ORPHANS OF THE STORM
ONE EXCITING N IGHT (Excepting one-half interest in the foreign distribution rights)
THE WHITE ROSE
AMERICA
ISN'T LIFE WONDERFUL (subject to agreement between Empire Trust Company and Parties of the First and Second Parts dated July 1st,1924, hereinafter referred to.)

2. Also all the right, title and interest of the sellers in and to all positive prints of every kind, being made, made, or to be made, from said negatives, including any and all additions and improvements thereupon, together with

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the right of possession thereof.

3. Also all their right, title and interest in and to all receipts and proceeds of every kind to be derived from said negatives, and from said positive prints and from the distribution, exhibition and sale thereof, and otherwise, throughout the world.

4. Also all of their right, title and interest in and to the right to produce as motion pictures the stories upon which said motion picture productions are based, including all motion picture rights in and to the stories, novels, plays, scenarios and continuities upon which said productions are based, including any and all copyrights taken out, being taken out or to be taken out upon said productions, with full right and authority to file with said productions for copyright in the United States and in any other country in their name and stead or otherwise as the Buyer may see fit upon their failure so to do and for said purposes the Buyer is hereby given an irrevocable power, same to be considered a power coupled with an interest.

5. Also all sums of money now due or to become due on account of any contracts, agreements or leases now or hereafter made for the leasing, sale, distribution and/or exhibition of any and all said photoplays now had or hereafter to be had with any person, firm or corporation in the United States, its possessions and/or any foreign country.

6. All the right, title and interest of the Sellers in and to the weekly compensation in the total sum of $6,000.(Six Thousand Dollars) per week, received or to be received by the Sellers from the Famous Players-Lasky Corporation, pursuant to the terms of the contract and supplemental contract entered into by and between the Sellers and the Famous Players-Lasky Corporation under date of June 10,1924, and January 20,1925, respectively, together with all their rights, profits and emoluments arising out of the aforesaid contracts.

7. All the right, title and interest of the Party of the Second Part in and to the real estate situated at Orients Point, Mamaroneck, Westchester County, State of New York, and known as the "studio property" of the Party of the Second Part, and more particularly described in the contract of sale dated January 2, 1925, by and between the Party of the Second Part as vendor and one Earl W. Hammons of the City of New York as vendee, for the purchase of said real estate, together with said contract of sale and all the rights of the Sellers in, to and under it.

8. Any and all collateral on deposit with Patrick A. Powers of New York City or the Central Union Trust Company as security for any obligations of the Sellers to said Patrick A. Powers and/or the Central Union Trust Company.

TO HAVE AND TO HOLD all of the above unto the said Buyer, its successors and assigns forever, provided that, in the event that certain demand promissory notes made by D. W. Griffith, Inc. to the order of "Ourselves" and endorsed by the Sellers, aggregating One hundred ninety-two thousand five hundred dollars ($192,500.) with interest thereon now held by the Buyer shall be paid on demand with interest as provided in said agreement, and all of the other obligations, promises and conditions contained in said agreement to be performed by the Sellers shall have been fully performed in accordance therewith, and all other debts and obligations of the Sellers to the Buyer have been paid, then, and in that event, all titles and rights conveyed to the Buyer under this bill of sale shall be conveyed to the Sellers or to their nominees by the Buyer.

It is understood and agreed that the rights hereby conveyed to the Seller in and to the production entitled "ISN'T LIFE WONDERFUL" are subject to the prior lien established by a certain contract dated July 1, 1924, between the Sellers and the Empire Trust Company.

In the event that any breach of default shall be made by the Sellers in the performance of its covenants and promises contained in the said contract of even date herewith between the Sellers and Buyer, or in the event that the Buyer shall not receive payments aggregating at least the sum of Four Thousand Dollars ($4000.00) per week on account of such notes, or in the event that the promissory note given under and in accordance with the said contract to the Buyer shall not be paid on demand with interest, or in the event of any other default by the Sellers under the terms of said contract, or in the event that the promissory note given under and in

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accordance with the said contract to the Buyer shall not be paid on demand with interest, or in the event of any other default by the Sellers under the terms of said contract, or in the event that any other debt or obligation of the Sellers to the Buyer is unpaid at maturity, or in the event that the Buyer does not receive the Sellers' share in the proceeds of distribution of the motion pictures conveyed hereunder, or in any one of said events, and if any such default shall continue for five (5) days, at the expiration of ten (10) days' written notice to the Sellers, delivered personally or by registered mail, of the time and place of sale (notice and advertising required by the Lien Law of the State of New York being expressly waived), the Buyer has the option and is hereby authorized and empowered to sell all said property and rights enumerated herein and/or described in the said contract either in whole or in part, at the option of the Buyer, at public sale, and to apply the proceeds thereof against any sums of money due to the Buyer on account of said promissory note or under said contract of even date herewith, or any debt or obligation due the third party from the Sellers or one of them, and the said Sellers undertake and agree to pay any deficit remaining upon demand, including the expenses of said sale and counsel fees and other expenses. The Buyer shall have the right to become a purchaser thereat if it so elects, and in that event its title shall be free and discharged of all trust, equities and rights of the Sellers, said Sellers hereby waiving and relinquishing all rights, claims and equities of redemption.

The Sellers further warrant:

FIRST: That the Sellers have full legal and equitable title to the negative and positive prints hereby conveyed and have good

right to convey the same, subject only to the rights of Empire Trust Company as aforesaid.

SECOND: That the Buyer shall remain in the quiet and peaceful possession of the said negative and positive prints and the full and free enjoyment of the same.

THIRD: That the said negative and positive prints are free from any encumbrance or encumbrances of any nature or kind and that there are no liens or encumbrances of any nature or kind upon the said negative or positive prints, upon the stories or themes upon which said productions are based and/or upon the scenarios or continuities and all scenes thereof, and further warrant that all the above are free from any lien, chattel mortgage, conditional bill of sale or other encumbrance or encumbrances of any nature or kind, and that said Sellers have full title thereto and the right to use, sell and convey the same, subject only to the lien of Empire Trust Company aforesaid.

FOURTH: That the agreements between the Sellers and Famous Players-Lasky Corporation, dated June 10, 1924, and January 20, 1925, are still in full force and effect and have in no respect been modified and that under said agreements the Sellers are to receive a weekly compensation of $6,000 per week, and that payment of this weekly compensation has already begun.

FIFTH: That the contract of sale of the studio property set forth above is still in full force and effect and has not in any respect been modified.

SIXTH: That the Sellers will, at the request of the Buyer at any time, execute or procure the execution of any documents or instruments of further assurance of the title hereby conveyed to the said negative and positive prints and the stories or themes upon which the same were based and/or upon the scenarios and continuities or of any scene or part thereof or to the rights of the Sellers in the aforementioned contracts with the Famous Players-Lasky Corporation or to the contract of sale of the studio property above mentioned which said Buyer may deem desirable; and that first and second parties agree to give to party of the third part separate warranty deeds to the aforementioned studio property, upon demand by party of the third part.

It is further understood and agreed that, in the event that any claim or demand is made upon any of

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the rights or title or properties or privileges herein conveyed, the Buyer will at once notify the Sellers to defend the same at their own cost and expense, it being understood, however, that the Buyer may also be represented by counsel at any such proceeding and the Seller to pay Buyer's reasonable counsel fees and expenses. In the event that Sellers do not appear by counsel and defend the title conveyed, then and in that event the Buyer may defend the said title and effectually all expense of such defense as an advance against the said purchase price.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal and the party of the second part has hereunto caused its name to be signed and the seal of the Corporation to be affixed by its officer thereunto duly authorized this 10th day of March, 1925.

D. W. Griffith (L.S.)

D. W. GRIFFITH, INC.

By _____
Pres.

Interest hereby assigned to Bernard Kaufman for benefit of creditors
Mrs. Griffith

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 11th day of March, 1925, before me personally came DAVID W. GRIFFITH, to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he executed the same.

Robert Chuckle

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 388
New York County Register's No. 6310
Commission expires March 30, 1926

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 11th day of March, 1925, before me personally came ~~DAVID W. GRIFFITH~~ J. C. Espey, to me known, who being by me duly sworn did depose and say that he resides in ~~Mamaroneck,~~ County of ~~Westchester~~ Queens, State of New York, that he is ~~PRESIDENT~~ Treasurer of D. W. GRIFFITH, INC., one of the Corporations described in and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is said corporate seal, that it was so affixed by order of the Board of Directors of the Corporation, and that he signed his name thereto by like order.

Robert Chuckle

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 388
New York County Register's No. 6310
Commission expires March 30, 1926

D. W. GRIFFITH COLLECTION
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KNOW ALL MEN BY THESE PRESENTS: That the undersigned PATRICK A. POLLIS of the Borough of Manhattan, New York City, New York, for and in consideration of the sum of One hundred eighteen thousand fifty-four and 86/100 ($118,054.86) Dollars to him in hand paid by MOTION PICTURE CAPITAL CORPORATION, a Delaware Corporation with an office at 348 Madison Avenue, New York City, the receipt whereof is hereby acknowledged, DOES hereby sell, assign, grant, bargain, transfer and set over unto the said Motion Picture Capital Corporation, its successors and assigns all of the undersigned's right, title and interest in and to the following described property:-

(a) A certain demand promissory note made by D. W. Griffith Incorporated payable to "Ourselves" and endorsed by D. W. Griffith Incorporated and David W. Griffith in the sum of Two hundred thousand ($200,000) Dollars dated January 25, 1924, bearing interest at the rate of six per cent (6%) per annum;

(b) Contract dated January 25, 1924, between the undersigned as party of the third part; D. W. Griffith, party of the first part, and D. W. Griffith, Incorporated, party of the second part; a copy of which is annexed hereto as "Exhibit A"

(c) Assignment made and executed by D. W. Griffith, Incorporated, to the undersigned, dated December 16, 1924; a copy of which is annexed hereto as "Exhibit B"

(d) The negatives and positive films and prints of the feature photoplays entitled:

WAY DOWN EAST
DREAM STREET
ORPHANS OF THE STORM
ONE EXCITING NIGHT
THE WHITE ROSE
BROKEN BLOSSOMS
LOVE FLOWER
AMERICA
ISN'T LIFE WONDERFUL

together with all the right, title and interest of the undersigned of, in and to all proceeds of distribution and receipts arising from such photoplays in any manner, and all moneys and royalties due or to become due upon the sale, leasing, exhibition and/or distribution thereof, of any and all of them in the United States, its possessions, and all foreign countries.

(e) Certificate No 2 for 300 shares of Preferred Stock of United Artists Corporation, a Delaware Corporation.

(f) All rights, claims or demands of every nature and kind which the undersigned has against D. W. Griffith, Incorporated, and/or David W. Griffith and/or United Artists Corporation, a Delaware Corporation, or against any other person or persons, corporation or corporations, arising or growing out of the loan made by the undersigned to D. W. Griffith, Incorporated, represented by the note described under (a) above, and covered by the agreement mentioned under (b) above, or any modification or supplemental agreement, concerning in any way the said loan or agreement; except it shall not be intended to assign the promissory note for Eight thousand sixty-six and 67/100 ($8,066.67) Dollars which the undersigned holds, in addition and separate from the amount set forth herein above, and for which note for $8,066.67 the undersigned has no security.

The undersigned hereby represents that there is now due and owing upon the said note mentioned under (a) above the sum of One hundred eighteen thousand fifty-four and 25/100 ($118,054.25) Dollars, with interest from the date thereof, and that the undersigned has not done or will not do anything to lessen or discharge the said debt, or to release in any way the securities assigned hereunder.

It is intended that the undersigned hereby conveys to Motion Picture Capital Corporation all his rights of every nature and kind arising or growing out of said loan to D. W. Griffith, Incorporated, and all collateral security of every nature and kind given in connection therewith; except the promissory note for $8,066.67 before mentioned.

The undersigned further agrees to execute upon demand of Motion Picture Capital Corporation any other or further instrument which may be reasonably required to effect the assignment of all of the undersigned's

rights intended to be assigned hereunder.

The undersigned hereby gives to the said Mason Finance Capital Corporation, its successors and assigns, full power and authority for its or their own ultimate benefit, but at its or their own cost, to sue, compel, collect, receive, compound and give acquittance for any claim or right assigned hereunder, or any part thereof, and in the name of the undersigned or otherwise, to prosecute and withdraw any suit or proceedings at law or in equity therefor.

This assignment is made without recourse to the undersigned.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 10th day of March, 1925.

Patrick A. Powers (L.S.)

The entire interest hereby assigned has been assigned by the Mason Finance Capital Corporation to Dorothy Mae Powers

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 10th day of March, 1925, before me personally came PATRICK A. POWERS, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he had executed the same.

Francis O. Noble

FRANCIS O. NOBLE
NOTARY PUBLIC, New York County
N.Y. Co. Clerk's No. 114, Reg. No. 6104
Bronx Co. Clerk's No 5, Reg. No. 2515
Kings Co. Clerk's No 33, Reg. No. 6058
Certificate Filed In Herkimer And Westchester Counties
Commission Expires Mar. 30, 1926

D. W. GRIFFITH COLLECTION
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KNOW ALL MEN BY THESE PRESENTS, that I, J.C.Spring, of the City, and State of New York, for and in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration to me in hand paid, receipt of which is hereby acknowledged, do hereby consent and agree to the making of a loan by MOTION PICTURE CAPITAL CORPORATION, a Delaware Corporation to D.W.GRIFFITH, INCORPORATED and D.W.GRIFFITH, in the total sum of One hundred Seventy-five thousand ($175,000.00) Dollars; and/or any other sums of money and/or indebtedness in addition thereto and in further consideration thereof, I do hereby subordinate and subject in all respects any and/or all claims, demands or indebtednesses that may be due me or may hereafter become due to me by reason of a certain assignment made to me by said D.W.Griffith, Incorporated under date of the 17th day of October 1924, and relating to a certain motion picture then known as "DAWN" and now entitled "ISN'T LIFE WONDERFUL" to the amount of the loan and/or any other sums of money and/or indebtedness in addition thereto heretofore mentioned and consented by me to be made from time to time by the MOTION PICTURE CAPITAL CORPORATION to said D.W.Griffith Incorporated.

I do hereby covenant and warrant that I have neither sold, pledged, assigned or otherwise disposed of or encumbered any of the rights heretofore granted to me pursuant to the said assignment under date of October 17th 1924, and that I am sole owner of the said interest so assigned to me as collateral security for the indebtedness due me as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 10th day of March, 1925.

J.C.Spring (L.S.)

CITY, COUNTY AND
STATE OF NEW YORK, } ss.:

On this 10th day of March, 1925, before me personally came J.C.SPRING, to me known and known to me to be the person described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

Robert C Rickter

KNOW ALL MEN BY THESE PRESENTS, that D. W. GRIFFITH, INCORPORATED, a Maryland Corporation, having an office at #1476 Broadway, New York City, for and in consideration of the sum of One ($1.00) Dollar, and other good and valuable considerations to it in hand paid, receipt whereof is hereby acknowledged, by MOTION PICTURE CAPITAL CORPORATION, a Delaware Corporation does hereby sell, assign, transfer and set over, and by these presents has sold, assigned, transferred and set over unto said MOTION PICTURE CAPITAL CORPORATION, its successors and assigns, all its interest in and to a certain agreement entered into by and between one EARL W. HAMMONS and said D. W. GRIFFITH, INCORPORATED and dated the 2nd day of January, 1925 relating to the sale of certain property now owned by said D. W. GRIFFITH, INCORPORATED and known as the Studio Property located at Orienta Point, Mamaroneck, New York, subject to the terms and conditions of said agreement.

Said D.W. Griffith, Incorporated does hereby warrant and covenant that it has in no way transferred, assigned, encumbered or otherwise disposed of its interest in the aforesaid agreement between EARL W. HAMMONS and itself, dated January 2nd 1925.

IN WITNESS WHEREOF, D.W. Griffith, Incorporated has caused these presents to be signed by its duly authorized officer and its corporate seal to be hereunto affixed this

day of , 1925.

D.W.GRIFFITH, INCORPORATED.

By _____

Treasurer

CITY, COUNTY AND
STATE OF NEW YORK. } ss.:

On this day of , 1955, before me personally came ALBERT L. GREY, to me known, who , being by me duly sworn, did depose and say that he resides in the City, County and State of New York; that he is the Vice-President of D. W. GRIFFITH, INCORPORATED, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Mackenzie & Mackenzie
20 Liberty Street
New York

Telephone
[illegible]

William Mackenzie
[illegible]
Raymond Mackenzie
Oscar M. Bate

March 10, 1925.

Mr. A. H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:- In re: Agreement, D. W. Griffith, D.W.Griffith, Inc. and Motion Picture Capital Corp.

By messenger I am sending herewith the original and one copy of the D. W. Griffith, Inc. and Motion Picture Capital Corporation contract.

A separate bill of sale and assignment will be sent to you later.

Very truly yours,

Oscar M. Bate

HAL.W.
encl.

New York Supreme Court

County of

Plaintiff

against

Defendant

Summons.

Plaintiff's Attorney

[illegible]

[illegible]

New York Supreme Court, County of New York.

MANUFACTURERS TRUST COMPANY, *Plaintiff* *against* G. & H. PICTURES CORPORATION, DAVID H. GRIFFITH, ALBERT L. GREY and ALMAH F. GREY, *Defendants*	Summons.

To the above named Defendant :

You are hereby Summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this Summons, to serve a notice of appearance, on the Plaintiff's Attorney, within twenty days after the service of this summons, exclusive of the day of service. In case of your failure to appear, or answer, Judgment will be taken against you by default for the relief demanded in the complaint.

Dated, March 10, 1925.

JONAS & NEUBURGER, Plaintiff's Attorneys

Post Office Address and Office, No. 115 Broadway [illegible].

New York City.

SUPREME COURT: NEW YORK COUNTY

- X

MANUFACTURERS TRUST COMPANY,

Plaintiff,

-against-

G. & H. PICTURES CORPORATION,
DAVID W. GRIFFITH, ALBERT L. GREY
and ALMAH F. GREY,

Defendants.

- X

Plaintiff, complaining of the defendants, by JONAS & NEUBURGER, its attorneys, alleges:

FIRST: At all the times hereinafter mentioned, plaintiff was and still is a domestic banking corporation.

SECOND: Upon information and belief, the defendant G. & H. Pictures Corporation was at all the times hereinafter mentioned and still is a domestic corporation.

THIRD: On or about the 2nd day of September, 1924, the defendants executed and delivered to plaintiff their four months' promissory note and guaranty, a copy of which is annexed hereto, marked Exhibit "A" and made part hereof, with the same force and effect as if herein fully and at length set forth.

FOURTH: The defendants and each of them defaulted upon the said instrument and guaranty and failed and refused to pay the same when due.

FIFTH: Defendants have made payment on account thereof and are entitled to credit thereon by reason thereof in the sum of Fourteen Thousand Four Hundred Twenty-six and

49/100 ($14,426.49) Dollars.

SIXTH: That there is a balance thereon due and owing plaintiff in the sum of Forty-nine Thousand Five Hundred Seventy-three and 51/100 ($49,573.51) Dollars, no part of which has been paid.

WHEREFORE, plaintiff demands judgment against the defendants and each of them for the sum of Forty-nine Thousand Five Hundred Seventy-three and 51/100 ($49,573.49) Dollars, with interest from the 2nd day of January, 1925, together with the costs and disbursements of this action.

JONAS & NEUBURGER,
Attorneys for Plaintiff,
Office & P.O.Address,
115 Broadway,
Borough of Manhattan,
New York City.

EXHIBIT "A"

$ 64,000.****** *New York City,* September 2nd, *1924.*

Four months ********** after date for value received, the undersigned and each of them, if more than one, promises to pay to the MANUFACTURERS TRUST COMPANY, or order, at its banking house in the City of New York, Sixty-four thousand and 00/100 ********** Dollars, with interest from date, at the rate of six per cent. per annum, having deposited with said Company as collateral security for the payment of this note and of any and all other liabilities and obligations of the undersigned to the Company and claims of the Company against the undersigned whether now existing or hereafter incurred, originally contracted with the Company, and/or with another and now or hereafter owing or acquired by the Company, absolute or contingent, matured or not matured, the following property, viz:

Assignment of two negatives, positives, still plates and copyrights of negro comedy photoplay formerly entitled "Black and White", and now known as "His Darker Self"; all monies arising from the distribution thereof throughout the world; assignment of domestic distribution contract with W.W.Hodkinson Corporation and all foreign distribution contracts made or to be made hereafter.

The undersigned also hereby giving to the said Company a lien for the amount of all of the aforesaid liabilities, claims and obligations, including this note, upon the title or interest of the undersigned in any other property and/or securities left with the Company for safe-keeping or otherwise, or coming to the possession of said Company in any way, and also upon the balance of any deposit account of the undersigned with the said Company at any time existing, such deposit balance and other property to be regarded as additional collateral security for such liabilities, claims and obligations, with the right to the said Company in its discretion to resort first to any part of the collateral and at its option to apply all or any of the net cash receipts from any of said security or any or all of any balance of deposit account of the undersigned with the Company to the payment in whole or in part of any of said liabilities, claims or obligations, applying or distributing the same as it shall elect, whether the item or items on which said payment is applied be due or not (making proper rebate of interest or discount in case of payment of any item not due). If at any time the security for any of said liabilities, claims or obligations shall be unsatisfactory to the Company or any of its officers and the undersigned shall not on demand furnish such further security or make such payment on account as shall be satisfactory to the Company, or if default occur in the punctual payment of any sum payable upon any of said liabilities, claims or obligations, or if the undersigned, or any maker, endorser or guarantor of any of said liabilities, claims or obligations, or any maker, endorser or guarantor of any of said security shall become insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed against or voluntary petition in bankruptcy shall be filed by, or if a receiver shall be appointed of the property or assets or any thereof, of the undersigned or any such maker, endorser or guarantor, thereupon any or all of said liabilities, claims or obligations of the undersigned although not yet due or not payable on demand shall at the option of the Company forthwith become and be immediately due and payable. The undersigned further agrees that upon failure to pay this note or any of such other liabilities, claims and obligations on demand or other due date, or upon failure to pay any other of said liabilities, claims or obligations when the same become or shall be declared due, according to the terms thereof, or upon any of said liabilities, claims and obligations, including this note, becoming due in accordance with any of the provisions hereof, said Company may forthwith proceed to collect and receive and realize upon any deposit balance or any stocks, bonds, accounts, bills, notes, claims, rights or property whatsoever held by it as collateral or to which it may be entitled, and also, without demand of performance, or advertisement, or of notice of intention to sell, or of time or place of sale, or to redeem, or other notice whatsoever to the undersigned, all of which demands, advertisements and/or notices are hereby waived by the undersigned, to sell in one or more parcels at public or private sale, or at the New York Stock Exchange, or at any other exchange or brokers' board, at such prices as it may deem best, and either for cash or on credit or for future delivery any or all securities, rights or property of any kind held by it or to which it may be entitled, as collateral security for the liabilities, claims and obligations of the undersigned as hereinbefore provided, with the right to said Company at any such sale, public or private, to purchase the whole or any part of said securities, rights or property so sold, free from any right or equity of redemption in the undersigned, which right or equity is hereby expressly waived, applying the net proceeds to the payment of this note and of any of said other liabilities, claims and obligations of the undersigned to said Company and accounting for the surplus, if any, to the undersigned, who hereby expressly agrees to remain bound for the payment of any deficiency, with legal interest. The aforesaid securities, rights and property may from time to time by mutual consent be exchanged for other property which shall be held by said Company, subject to all the terms of this note, or such collateral security or any part thereof may at the option of the Company be surrendered. Upon any transfer of this note, the collateral held therefor at the time of transfer or any part thereof may be delivered to the transferee who shall thereupon become vested with all the rights and powers above given to said Company in respect thereto, but with respect to any security not so transferred the Company shall retain all rights and powers hereby given. The Company shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights and/or remedies hereunder, unless such waiver be in writing, and no waiver whatever shall be valid unless in writing, signed by the company, and only to the extent therein set forth; a waiver by the company of any right and/or remedy under the terms of this note on any one occasion shall not be construed as a bar to any such right and/or remedy which the Company would otherwise have had on any future occasion.

(signed) G. & H. PICTURES CORPORATION,

Albert L. Grey, President (sgd)

C. M. Conway, Treasurer (sgd)

IN CONSIDERATION of the making, at the request of the undersigned, of the loan evidenced by the within note, upon the terms thereof, which are hereby agreed to by the undersigned, and of the sum of one dollar, the receipt of which is acknowledged, the undersigned (who, if two or more in number shall be jointly and severally bound), hereby guarantee to the MANUFACTURERS TRUST COMPANY, in the City of New York, its successors, endorsees and assigns, the punctual payment of the within note on demand or whenever it becomes due in accordance with any of the terms thereof, and hereby consent that the whole or any part of the security for said loan may be exchanged or surrendered, from time to time, or the time of payment of the within note or of any of the liabilities of the maker thereof may be extended or any of the provisions of said note may be modified, without notice to or further assent by the undersigned, who will remain bound hereon, notwithstanding such exchange, surrender, extension or modification. The undersigned hereby waive presentation and demand upon themselves and upon the maker or makers for payment of said note, and also waive notice of non-payment thereof, notice of intention to sell, advertisement, time or place of sale of the collateral therefor, and all other notice in connection therewith.

D.W.Griffith (signed)

Albert L. Grey (signed)

Almah F. Grey (signed)

D. W. GRIFFITH COLLECTION
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INDIVIDUAL VERIFICATION

STATE OF NEW YORK,
COUNTY OF New York, } ss.:

George D. Maniner

President ~~STATE OF COMMERCE~~, being duly sworn, deposes and says that he is President the plaintiff in the within action; that he has read the foregoing Complaint and knows the contents thereof; that the same is true to h own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

Sworn to before me, this 10th
day of March, 192 5.

George D. Maniner

John T. Lavelle
Notary Public Nos 6 & 67
Com Exp 3

CORPORATION VERIFICATION

STATE OF NEW YORK,
COUNTY OF } ss.:

, being duly sworn, deposes and says that he is the of the herein that he has read the foregoing and knows the contents thereof, and that the same is true to h own knowledge, except as to the matters herein stated to be alleged upon information and belief, and as to those matters he believes it to be true.

Deponent further says that the reason this verification is made by deponent and not by the is because the said is a corporation, and deponent an officer thereof, to wit its

Sworn to before me, this
day of 192

AFFIDAVIT OF PERSONAL SERVICE

STATE OF NEW YORK,
COUNTY OF } ss.:

being duly sworn, deposes and says that he is over the age of years; that on the day of 192 , at No. in the Borough of , City of , he served the foregoing upon in this action, by delivering to and leaving personally with said a true copy thereof.

Deponent further says, that he knew the person served as aforesaid, to be the person mentioned and described in said as the therein.

Sworn to before me, this
day of 192

Sir:

PLEASE TAKE NOTICE that the within is a true copy of a.....
this day duly filed and entered in the office of the Clerk of the.....
.....

Dated, N. Y.,.....19

Yours, &c.,

JONAS & NEUBURGER

Attorneys for .....
(Office and Post Office Address)

115 Broadway

Borough of Manhattan, New York City

To ..... Esq.

ATTORNEY FOR.....

Sir:

PLEASE TAKE NOTICE that an order of which the within is a true copy, will be presented for settlement and entry herein to Mr. Justice
.....
.....
.....
.....in the Borough of
.....in the City of New York,
on the.....day of.....19
at.....o'clock, in the forenoon.

Dated, N. Y.,.....19

Yours, &c.,

JONAS & NEUBURGER

Attorneys for .....
(Office and Post Office Address)

115 Broadway

Borough of Manhattan, New York City

To ..... Esq.

ATTORNEY FOR.....

File No. 192

SUPREME COURT: NEW YORK COUNTY

MANUFACTURERS TRUST COMPANY,

Plaintiff,

-against-

G. & H. PICTURES CORPORATION, et al,

Defendants.

1476 Broadway

SUMMONS AND COMPLAINT

JONAS & NEUBURGER

Attorneys for Plaintiff,

(Office and Post Office Address)

115 Broadway

Borough of Manhattan New York City

To *Esq.*

Attorney for

Service of a copy of the within

is hereby admitted.

Dated, N. Y., 192

Attorney for

1440 Broadway,
New York, N. Y.,
August 11, 1926.

Claremont Laboratories, Inc.,
430 Claremont Parkway,
New York, N. Y.

Gentlemen:

Kindly to not honor any orders for prints of "Judith of Bethulia" unless received thru this office.

Will you kindly notify the writer whether or not you have made any prints of this picture since the negative was turned over to you, or whether you have any orders for prints on hand at the present time.

Thanking you,

Very truly yours,

D. W. Griffith, Inc.

CC

EIGHTH AND OLIVE BRANCH
PACIFIC-SOUTHWEST TRUST BANK
FORMERLY
LOS ANGELES TRUST & SAVINGS BANK
[illegible]
[illegible]
AUTHORIZED CAPITAL, SURPLUS AND PROFITS
[illegible]
EIGHTH AND OLIVE STREETS
LOS ANGELES

March 11,1925.

D. W. Griffith, Inc.,
1107 Lauzaere
1476 Bdwy.,
New York City, N. Y.

Answered 3/16/25

Gentlemen:

A note signed by you in favor of D. W. Griffith and endorsed to Hendrick Sartov has been returned to us marked "Paid direct". Mr. Hendrick Sartov knows nothing of this transaction and is desirous of getting some information about this payment.

Will you kindly write us giving us full particulars of the transaction? Also please state if the $3,000.00 note due on March 16th is going to be paid.

Yours very truly,

E. W. Blair

E. W. Blair,
Collection Teller.

March 11, 1926.

United Artists Corp.
729 - 7th Ave.
New York City.

Gentlemen:

We have this day received by assignment from P. A. Powers of New York City, all the interest that the said Powers had under agreement between P. A. Powers, D. W. Griffith and D. W. Griffith, Inc. dated Jan. 25, 1924, and covering in particular the right, title and interest of D. W. Griffith and D. W. Griffith, Inc. in and to the motion pictures entitled BROKEN BLOSSOMS, LOVE FLOWER, DREAM STREET, WAY DOWN EAST, ORPHANS OF THE STORM, ONE EXCITING NIGHT, THE WHITE ROSE, AMERICA and ISN'T LIFE WONDERFUL, and in and to other collateral deposited by the said D. W. Griffith and the said D. W. Griffith, Inc. in accordance with the said agreement of Jan. 25th, 1924, and other assignments and agreements ancillary thereto. The above motion picture productions are being distributed or are to be distributed by you. We, therefore, become entitled to all of the producer's share of receipts of such productions. We, however, direct you until further notice from the undersigned, to make payment of such producer's share of receipts by your check to the order of D. W. Griffith, Inc. mailing same to Motion Picture Capital Corporation, 342 Madison Ave., New York City.

Also, send duplicate copies of all statements required under your distribution contract, to the undersigned.

Yours very truly,

MOTION PICTURE CAPITAL CORPORATION
By

Assistant to the President.

W:S

CLAREMONT LABORATORIES·INC·
424-430 CLAREMONT PARKWAY
New York

Telephone:
Bingham

March 11, 1926

D.W. Griffith, Inc.
Longacre Bldg.
New York City

Gentlemen:

Replying to your letter of the 10th inst., we received an order some time ago from United Artists for one print of "Judith of Bethulia." We did not have the printing machine to make this film and Mr. Dansky brought us your one sprocket machine which we have installed in the plant.

We have made no prints on the picture whatsoever and will follow your instructions in the matter.

Very truly yours,

CLAREMONT LABORATORIES, INC.

BY H. J. Steyckmans
General Mgr.

HJS:FW

Est. Dynst 1774

RAP

United Artists Corporation

729 Seventh Avenue
N.Y. City

Journalized in March. 1925

March 11, 1925.

In reply please
refer to 3/11/25 R

G. & H. Pictures Corp.,
1107 Longacre Bldg.,
New York City.

Gentlemen:-

We have received from the United Artists Corporation of the Far East $1300.00 on HIS DARKER SELF.

In accordance with your assignment, we have paid this amount to the Manufacturers Trust Company.

Very truly yours,

UNITED ARTISTS CORPORATION

F. A. Beach

Comptroller
F. A. Beach

R:AP

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. F. SANSHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED
STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1199

1476 Broadway,
New York, N. Y.,
March 18, 1926.

Dear Mr. Sanshaf:

The enclosed papers are self-explanatory. Mr. Grey was served with them a little while ago, and asked that I send them over to you.

As you will see by the letters the Manufactures were willing to accept $5,000 on account, but Mr. Grey was unable to get same. If we had paid this it would have given us another six or nine months to liquidate the balance. Yesterday, the United Artists paid them $1300 on account from the Far East which should be deducted from the amount specified in the papers.

In discussing this matter some weeks ago with the man who audits the G & H books he said at the time, although he did not know positively of course, that under the law he thought inasmuch as the bank continued to accept payments on account of this amount as they are paid, it nullified their right to demand payment in full? Mr. Grey told me to mention this to you just for what it is worth, not knowing if it is the case or not.

They are now looking for Mrs. Grey and Mr. Griffith to serve similar papers on them.

Mr. Grey will be back about five this afternoon.

Very truly,

New York City,
March 12, 1925.

Mr. Walker,
Motion Picture Capital Corp.,
Canadian Pacific Building,
44th Street & Madison Avenue,
New York City.

Dear Sir:

This is to advise you that we have this day deposited in the Hamilton National Bank the following checks representing Income on our pictures.
Domestic
Domestic Check in full settlement of the following:

Played & Earned For Week Ending 2/14/25

	United States	Mexico	Cuba
Broken Blossoms	$ 80.97		
Love Flower	63.69	$ 7.35	
Dream Street	88.00		
Way Down East	674.57	11.76	
Orphans	456.19		
Exciting Night	620.82		
America			$62.26

	$2065.61
Less 2½% of Contracts to March 1, 1925 on Pictures (on which producer was paid 80% as per agreement signed 4/1/24)	687.30
Amount of Check	$1378.31

[illegible] - 3/13/25

Canadian Check as follows:

Played & Earned Week Ending February 14,1925

	United States
Broken Blossoms	$42.50
Love Flower	44.50
Dream Street	16.50
East	59.50
Orphans	63.00
Night	62.50
America	416.00
	$[illegible]
Less Exchange	------
	Amount of Check $

Australian Check as follows:

White Rose £ 25 @ 4.765 - Amount of Check $ 119.13

Check From Far East:

East	$300.00
Orphans	700.00
	Amount of Check $ 1000.00

English Check as follows:

Collections less charges Week Ending 2/13/25

East	£ 124 - 5 - 0
Love & Sacrifice	64 - 1 - 0
Total	£ 188 - 6 - 0

Collection less charges Week Ending 2/20/25

Dream Street	£ 77 - 0 - 0
Way Down East	12 -12 - 0
Love & Sacrifice	35 - 0 - 0
Total	£ 54 -12 - 0

Total £ 242 - 18 - 0 @ 4.765 -Amount of Check $1157.42

Advance on "America" - Usual Amount of Check $5777.64

Very truly yours,

D. W. GRIFFITH, INC.

RAK:IS By

New York City,
March 18, 1926.

Hamilton National Bank,
130 West 42nd Street,
New York City.

Gentlemen:

Will you kindly cable immediately, to Mr. J. A. Manning, 25 Victory House, Leicester Square, London, W. C. 2 England, $8000 worth of English Pounds. The cable address to be used is, MANGIFF.

Herewith, is our check for this purpose.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.

Mr. Pomer
Griffith Corp.
1/13/1

March 18th 1926.

Mr. Archibald Emery,
President, Hamilton National Bank,
New York City.

Dear Mr. Emery:

I am enclosing herewith certified copy of resolution which I spoke to you about last evening relative to the Griffith account. You will note that hereafter all checks drawn by said Company should have the initials or signature of William F. Walker or that of Frank R. Wilson.

As soon as Mr. Wilson returns from the Coast I will have his signature affixed to the certification enclosed.

Thanking you for your attention to this matter, I remain

Very truly yours,

AHTB/GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 12th 1928.

Central Union Trust Co.,
60 Broadway,
New York City. Attention Mr. Galloway.

Dear Mr. Galloway:

Will you please have your Company assign all your right, title and interest in and to the Traveler's Insurance Company Policy #953,806 in the sum of $150,000. on the life of D.W.Griffith to the Motion Picture Capital Corporation, and oblige

Very truly yours,

P.S. I am sending copy of this letter to the Motion Picture Capital Corporation for Mr. Walker's attention.

MCG/ GTM.

971

March 18th 1926.

Central Union Trust Co.,
60 Broadway,
New York City. Attention Mr. Galloway.

Dear Mr. Galloway:

Would you kind sending to me the original contract which exists between your Company and the Griffith Corporation relative to past loans, together with cancelled notes since our indebtedness to you is fully closed.

Thanking you for your courtesy in this and other matters, I remain

Very truly yours

AHTB/CDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

H6A

March 18th 1926.

Mr. Emerson F. Davis,
c/o Messrs. Green and Ward,
45 Exchange Place,
New York City.

In re: Van Beuren vs. Griffith
without prejudice.

Dear Mr. Davis:

I am enclosing herewith Griffith Company check to the order of Van Beuren for the sum of $600. applied on account of the above-entitled action. This leaves a balance due and owing of $1800., the sum of $600. of which we will pay next Friday and the balance the following week, if this is satisfactory.

I am enclosing a stipulation extending my time to answer in accordance with such weekly payments.

Trusting thiat is satisfactory to you, I remain

Very truly yours,

AHTB/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, President
A. L. GREY, Vice-President

A. H. T. BANSHAF, Secretary
J. S. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1199

1476 Broadway,
New York, N. Y.,
March 13, 1926.

Mr. A. H. T. Banshaf,
130 West 42nd St.,
New York, N. Y.

Dear Mr. Banshaf:

In view of the position we are in at the present time, I find it most difficult to meet the note of Kohlman & Austrian which falls due on March 23rd. However, I can meet half of it and give a renewal of sixty days for the other half.

The note which falls due on April 23rd will positively met in full. Therefore, I am merely asking for anextension of sixty days on the March 23rd note.

Will you kindly get in touch with Kohlman & Austrian and see if they will co-operate with us by granting this slight favor.

Very truly yours,

J. S. Epping Treasurer.

D. W. Griffith, Inc.

JCE/CC

New York City,
March 13, 1945.

Mr. Neil Hamilton,
Feldsen Court,
Pelham,
New York.

Dear Mr. Hamilton:

Enclosed herewith, you will find payroll check for week ending March 14th.

You will also find enclosed, check in the amount of $300 together with a statement which is self-explanatory.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.3

BANGHART & PEMBLETON
COUNSELLORS AT LAW
GRAND CENTRAL BUILDING
100 WEST 42d STREET
NEW YORK

ALBERT H. T. BANGHART
JOHN D. PEMBLETON

TELEPHONE
BRYANT 9887
CABLE ADDRESS
"BANGHART"

March 15th 1926.

Miss G.M.Conway,
c/o D.W.Griffith Inc.,
1476 Broadway,
New York City.

Dear Miss Conway:

I have the Summons and Complaint in re: Manufacturers Trust Company against G.&H.Pictures Corporation, et al. and I beg to advise that there is no legitimate defense to this action and unless the same is paid judgment will be taken against G.& H.Pictures Corporation, Mr. Grey personally and the others when served.

The mere fact that the creditor accepts payments on account of past due indebtedness does not preclude him from immediately demanding payment of the balance due unless there is a specific agreement to that effect and a consideration is given therefor, and the mere promise to pay in the future is not a sufficient consideration for such extension of time of payment of the past due debt for the reason that the debt being due, promise to pay the same in the future is of no consideration or advantage to the creditor.

However, if Mr. Grey agreed to pay them something in addition to that which was due in consideration of their extending the payments, that would be a different matter and unless he has some such agreement the best thing that he can do is to see the Bank and try to make the best deal with them for weekly payments.

We have twenty days in which to file an answer from the date the papers were served and I take it from your letter that he was served on March 12th and if not let me know on what date he was served. Arrangement therefore should be made with the Bank on or before March 23rd, otherwise Judgment will be entered against him and the Company, also against the others within twenty days after service is made upon them.

Very truly yours,

Albert H. Banghart

AHTB/GDM

Notice of Appearance

Attorney for Defendant

Due service of a notice, of which the within is a copy, admitted this _____ day of _____ 19__

Plaintiff's Attorney

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LI

141—Notice of Appearance

Julius Blumberg, Inc. Black Publication
Law Blank Publishers
67 West Street, New York

SUPREME COURT: NEW YORK COUNTY

MANUFACTURERS TRUST COMPANY,
Plaintiff,

-against-

G. & H. PICTURES CORPORATION, et al.
Defendants.

Notice of Appearance and Demand

Sir:

Please take notice that the undersigned G.& H. PICTURES CORPORATION, ALBERT L. GRAY and ALBERT F. GRAY

appear in this action, and that I am retained as Attorney for them

therein, and demand that a copy of the Complaint and all other papers in this action be served on me at my office, number 150 W. 42nd Street.

Dated March 15th, 1921

Yours, &c.,

ALBERT H.T. BANZHAF

Attorney for Defendant

Office and Post Office Address 150 W. 42nd Street, New York City.

To JONAS & HEUBURGER Esq.,

Plaintiff's Attorney

New York City,
March 14,1925.

Hamilton National Bank,
130 West 42nd Street,
New York City.

Gentlemen:

Will you kindly cable immediately, $200 worth of English Pounds to the following address: Major G. Moss, 22 Victoria Square, S. W. London, England, and advise us accordingly?

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

March 14, 1925

Collector Internal Revenue
Third District
67th Street & Broadway
New York City.

Sir:

I enclose tax return for 1924 of David W. Griffith Corporation.

Respectfully,

dG

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

S.O.S.I

HAVANA OFFICE

REPORT - Week ending March 14th, 1933.

The situation of the Island remains the same. Things are developing very slow and we think that things will not change until after May 20th because by that time the new President will take charge.

Film rental sales for week ending March 14th	$756.98
Expenses for the week ending March 14th	375.71
Collections for the week ending March 14th	999.92

Enrique Baez
Branch Mgr. Havana office

EB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

26

March 14th 1923.

Miss G.M. Conway,
Room 303 -1476 Broadway,
New York City.

Dear Miss Conway:

I am enclosing evasive replies to my letters to the main and branch offices of Rialto Productions. I do not believe that they contain anything of interest or new unless it be the mistaken payment referred to in the next to the last paragraph of Mr. Rome's letter. If you have not already received this payment, I would suggest that you get in touch with the World Film Co. as soon as convenient, and if nothing can be secured direct that you notify Mr. Rome accordingly.

You will recall mentioning to me over the 'phone that it was your opinion that Mr. Lou Rogers personally made the original contract concerning the distribution of these two pictures.

Will you please make certain whether Mr. Rogers obligated himself individually in the contract or whether he simply contracted for the Rialto Productions Inc., as the latter's agent? In the latter event, of course, we could not hold him personally.

If you have any suggestions as to how we can help further after you have gone over these letters, we will be glad to have them.

Sincerely,

HCL/GDM
Encs.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Internal Revenue Service

RECEIPT FOR PAYMENT OF TAXES

ORIGINAL

Income Tax , Year 1924.

(Kind of tax)

(Description of additional tax, penalty)

(Interest, or offer in compromise, etc.)

Collector's Office Second District of New York, N. Y.

at Custom House, March 15th, 1925

NAME AND ADDRESS OF TAXPAYER:

Albert L Gray,
1476 Broadway,
New York, N.Y.

Form 1040- Jan 31st, 1924-Dec 31, 1924

(Period covered)

Amount, $ 371.49

RECEIVED
MAR 16 1925
2nd Dist. N. Y.
INTERNAL REVENUE

Collector of Internal Revenue.

Collector's Office
Internal Revenue
New York City

Hotel Hollywood
Hollywood, Cal.

March 15th 1925

Mr. D. W. Griffith
% Mamaroneck Studios

Dear Mr. Griffith:

Since I left Hungary two years ago - I have been out here and have become quite a Lasky favorite! About four months ago - I spoke to Cecil DeMille about the role of Satan in Corelli's - Sorrows of Satan or he was interested at that time - He knew I had played the part on the Stage some years ago - and scored a very big hit. but since I have

Hotel Hollywood
Hollywood, Cal.

Learned that you are going to do Hell is a little early, but since my association in The Orphans of the Storm is one of the high lights of my career, and my soul desire is that Plum of Satan. I could not resist the temptation of asking you for a book in of the role, when you line us up.

With all good wishes
Sincerely Yours
Helen Lewis.

POSTAL TELEGRAPH COMMERCIAL CABLES

TELEGRAM

RECEIVED AT
108 JACKSON AVENUE
LONG ISLAND CITY

DELIVERY NO.

STAMPED THE INDICATED ON THE MESSAGE

11TNY N 80 EGG COUNT 3N

IN CULVER CITY CALIF MARCH 16 1925

D W GRIFFITH
FAMOUS PLAYERS LASKY CORPN ASTORIA LI

PLEASE PARDON MY DELAY IN NOT ANSWERING YOUR WIRE LONG BEFORE THIS BUT IN THE RUSH OF CHANGING STUDIOS THE MESSAGE WAS MIS-LAID STOP I REGRET EXCEEDINGLY THAT I AM UNABLE TO COMPLY WITH YOUR REQUEST FOR THE USE OF LA ROCQUE IN "THE SORROWS OF SATAN" AS I HAVE HIM CAST IN HIS FIRST STARRING PICTURE BEGINNING MAY EIGHTEENTH STOP WITH KINDEST PERSONAL REGARDS AND ASSURANCES OF MY VERY BEST WISHES FOR THE BIG PRODUCTION.

CECIL DEMILLE

615P

$2500.00 NEW YORK CITY, MARCH 16th, 1925

ON MAY 15th, 1925 - - - - - - - *after date* WE *promise to pay to the order of* - - - - - - - -D. W. GRIFFITH- - - - - - - - -

ONE THOUSAND FIVE HUNDRED AND 00/100 - - - - - - - - - - *Dollars*

Payable at HAMILTON NATIONAL BANK, 130 WEST 42nd STREET, NEW YORK CITY, N.Y.

Value received D. W. GRIFFITH, INCORPORATED.

No. *Due* ---5/15/25---

ASST. TREAS.

COLUMBIA BOND *Drummer Press, Printers & Stationers, 927 Broadway, New York*

New York City,
March 16,1925.

Pacific Southwest Trust & Savings Bank,
8th & Olive Streets,
Los Angeles,
California.

Attention of Mr. R.W.Blair

Gentlemen:

We have your letter of March 11 wherein you call our attention to a certain note of Mr. Henrick Sartov which was returned to you marked, "paid direct".

We wish to advise you in connection with this, that prior to Mr. Sartov's leaving New York for the coast, he made arrangements with the First National Bank of Mamaroneck for the collection of his notes with the instructions that we take care of them at this bank. We have been doing this, making payments on account when we could.

We would suggest that Mr. Sartov follow out his original plan and get in touch with the First National Bank of Mamaroneck.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

Form 1204

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the text, the service indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the text, the service indicated by the symbol appearing after the check.

The time used but in the date line on full rate telegrams and day letters, and the time of receipt at destination is shown on all messages, is STANDARD TIME.

Received at
1516 FEB 31 4 EXTRA

NEWYORK NY 128P MARCH 17 1925

D W GRIFFITH

FAMOUS PLAYERS STUDIO LONGISLA DCITY NY

IS THERE ANYTHING IN YOUR PRESENT PICTURE THAT MY DAUGHTER DOROTHY DERESFORD OR I CAN DO WE SAW YOU A FEW WEEKS AGO AT YOUR NEWORK OFFICE

EMMA DUNN OF THE SPEAKING STAGE

134P

Lachmann · J.A.29

KOHLMAN & AUSTRIAN
[illegible] STREET
NEW YORK

171

March 17th
1925

Albert H. T. Banshaf, Esq.
130 W. 42d Street
New York City

Dear Mr. Banshaf: RE: NOVELLO vs. D. W. GRIFFITH, INC.

Pursuant to our understanding there will be due on Monday, March 23d, 1925, note No. 3 in the amount of $2250.00 with interest thereon at 6%, which amounts to $52.50. If your client will pay the amount of this note to us together with interest thereon, making an aggregate of $2302.50 on or before Friday, March 20th, we will not put the note through our bank for collection. We should like your client at the same time to pay us the sum of $30.00, which is interest on note No. 1. This interest has not been paid although we have your written assurance that it would be paid promptly.

You will understand that our failure to have these notes duly presented for payment waives the right of the holder against Mr. Griffith as endorser, and we do not feel justified in thus jeopardizing the rights of our client. Accordingly, if the payment of the principal and interest of the third note amounting to $2302.50 is not in our hands on or before March 20th, we shall have to hand the note to the Equitable Trust Company for collection. This note, as are the others of the series, is payable at the No. 37 Wall Street office of the Equitable Trust Company.

Yours very truly,

6-AWB

Kohlman & Austrian

W. SHAGRONAH REED, President
[illegible] N. Y.
G. MORRIS STIRES, Vice President
[illegible] N. Y.

GEO. G. F. BENNETT, Treasurer
[illegible] N. Y.
F. G. STILLMAN, Secretary
[illegible] N. Y.

THE ARIETTA CRANE REED HOME

FOR

CONVALESCENTS AND OLD PEOPLE

BREWSTER

PUTNAM CO. N. Y.

March 17, 1925.

Mr. J.C. Epping, Treasurer,
D.W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sir:

Last Summer, when you were engaged in the making of the picture "America", the Trustees of this Institution gave permission to your representatives to make use of certain land for camping purposes for detachment U.S. Army, stating that they would like to have it for about ten days or possibly two weeks. We granted them the permission and made no charge for felt that you were doing good work in making this picture, and we wanted to help, but, of course, we did have in mind, or the writer had, if the picture was a success possibly and probably your Corporation would want to assist us in the work we are doing.

As a matter of fact, this ground was occupied for six weeks or more. Furthermore, they, without permission, occupied other land as well for camping ground for the officers. There was no objection, and they left everything in good shape. But without permission from anyone they staged a battle on our meadows and on other parts of the property, and through their operations did certain damage to fences and to the meadows. Our Superintendent objected strenously, but finally, upon receipt of what might be called a note or an order for $200.00, withdrew his objection. I had not previously said anything about the matter until I wrote to your Company under date of December 27th, 1924, suggesting that inasmuch as we were then engaged in furnishing our buildings we thought it would be very nice if your Corporation or Mr. Griffith personally could contribute $500. or $1,000. for the furnishing of one of these rooms, as a memorial to the making of the picture "America" in Putnam County. For we feel, as we wrote in our letter, that this will be a historical document and will be as well known as any of our historical books.

Under date of January 28th we received a reply from Mr. Ashcraft to the effect that just at present you were somewhat cramped for funds and not in a position to make any contribution at that time, but after the temporary condition had righted itself it was possible that a contribution would be made that would be acceptable.

We have completed the building and are now engaged

in purchasing furniture. Construction work, and so forth, has cost more than we had anticipated and we find ourselves short of funds for the furnishing. Are, therefore, going to ask you to be good enough to pay the note which was given us. The note was made in favor of the Superintendent. I have neglected to have him endorse it, but, of course, will have him do so, or you could make check payable direct to him.

The note is written in pencil on part of an envelope, and reads as follows:

"September 25, '23.

"We agree to pay J. Uitendahl $200.00 for the use of his property for location purposes.

(Signed) D.W. Griffith, Inc.,

By J.M. Ashcraft."

Of course, it is a perfectly legal document, and we feel that we would like very much to have you make payment at your earliest convenience.

The writer would be pleased to call on you at your office at almost any time you might appoint; present the note to you, and, if convenient, receive check at that time.

Yours very truly,

W Bradman Reed

WBR/JMC

HHA
121

March 17th 1925.

Messrs. Kohlman & Austrian,
37 Cedar Street,
New York City. Attention Mr. Austrian.

Dear Mr. Austrian:

I have just received an SOS from Mr. Epping, the Griffith Treasurer, who asks if you will be good enough to accept one-half payment on Griffith note due March 23rd, the balance with interest to be paid within sixty (60) days.

The note of April 23rd will be paid in full when due.

This will be of great assistance to us and will be very much appreciated. I will have Mr. Griffith and the Griffith Company waive notice of protest for your courtesy in extending such SOS payment.

Thanking you for your courteous treatment in this matter, I remain

Very truly yours,

AHTB/CDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York City,
March 17,1926.

Mr. Walker,
Motion Picture Capital Corp.,
Canadian Pacific Building,
44th Street & Madison Avenue,
New York City.

Dear Mr. Walker:

This is to apply to advise you that we have this day deposited in the Hamilton National Bank, checks from the United Artists Corporation representing income on our pictures, aggregating $10,000 as follows:

Canada

Broken Blossoms	$ 15.75
Love Flower	7.00
Dream Street	24.50
Way Down East	9.53
Orphans of the Storm	45.50
One Exciting Night	10.50
White Rose	10.50

Australia

Way Down East	238.00
Orphans of the Storm	119.00
Dream Street	119.00

Russia

Dream Street	$ 1425.00
Love Flower	1425.00

United States

America	5156.85

Belgium

Love Flower	7.59
White Rose	122.96

Denmark

White Rose	30.73

England

Way Down East	1166.24
America	66.96
	$10000.00

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

97.1

March 17th 1925.

Mr. J.C.Epping,
1476 Broadway,
New York City.

Dear Mr. Epping:

The enclosed cancelled notes to the order of Central Union Trust Company, one for $600,000, and the other for $69,000, represent our last deal with the Central Union Trust Co.

Did you receive the cancelled bonus note which we gave to F.A.Powers. If not, I would suggest that you write to him for it or if you prefer I will be glad to do so.

I understand you received the two cancelled $10,000. notes which we gave temporarily to the Motion Picture Capital Company. If not, please have Walker deliver same to you.

Very truly yours,

AHTB/GDM
Encs.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1204

WESTERN UNION TELEGRAM

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at
1018 Broadway, New York "USA"

NOW OPEN
First Direct Cable to Italy
WESTERN UNION CABLE
Permalloy

B3

NY NEWYORK 330P MCH 18 1925

D W GRIFFITH 1018

ASTOR HOTEL NEWYORK NY

HAVE MADE REPEATED ATTEMPTS TO SEE YOU WITHOUT SUCCESS IMPERATIVE THAT I GET IN TOUCH WITH YOU THURSDAY WILL YOU TELEPHONE TO ME AT MY HOME ALGONQUIN HOTEL VANDERBILT TWO FIVE HUNDRED OR AT MY OFFICE BRYANT THREE EIGHT FOUR EIGHT

LOUELLA O PARSONS

330P

Form 1204

WESTERN UNION TELEGRAM

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at
COURT SQUARE, LONG ISLAND CITY.

250N FBD 41

NEWYORK NY 540P MARCH 18 1925

D W GRIFFITH 215

CARE FAMOUS PLAYERS LONGISLANDCITY NY

HAVE MADE REPEADED ATTEMPTS TO SEE YOU WITHOUT SUCCESS IMPERATIVE THAT I GET IN TOUCH WITH YOU THURSDAY WILL YOU TELEPHONE TO ME AT MY HOME ALGONQUIN HOTEL VANDERBIL TWO FIVE HUNDRED OR AT MY OFFICE BRYANT THREE EIGHT FOUR EIGHT

LOUELLA O PARSONS

552P

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of words, this is a TELEGRAM. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of words, this is a TELEGRAM. Otherwise its character is indicated by the symbol appearing after the check.

The time used in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at Grand Central Terminal Main Concourse, N. Y., "GRCT"

NA339 CABLE 1925 MAR 18 PM 10 42

BERLIN 40

LCD D W GRIFFITH FAMOUS PLAYERS

(D W GRIFFITH CARE FAMOUS PLAYERS LASKY CORP 485 FIFTH AVE)

NEWYORK

HAVE OPTION ON ANGORA AND RUTSCHER FOR TWO WEEKS AMERICAN RIGHTS SIXHUNDRED DOLLARS EACH BLUE EYES SOLD REUEHLING OF BERLIN COSTS EIGHT THOUSAND DOLLARS SENDING RECORDS OF NEW HITS CABLE ADVICE REGARDS

RIVE.

TREASURY DEPARTMENT

INTERNAL REVENUE SERVICE

LOS ANGELES, CALIF.

OFFICE OF THE COLLECTOR
SIXTH DISTRICT OF CALIFORNIA

IN REPLYING REFER TO IT:CL

March 16, 1925.

D. W. Griffith,
130 West 42nd Street,
New York, New York.

Sir:

I am holding check # 547316 drawn in your favor by the Disbursing Clerk of the Treasury Department on account of an overpayment or overassessment of tax for the years 1921 in the amount of $ 356.69, with interest in the sum of $ 870.21 making a total of $ 1,226.90, same appearing on Schedule IT-A-No. 12151.

Before I can release this check I will have to ask you to make a statement that there are no outstanding internal revenue taxes against you, which are due and payable, in this or any other office of the Collector of Internal Revenue.

It will also be necessary to state if you took credit in your income tax return filed during the current year for any amount representing an overpayment of tax on account of a prior year's account. If such credit was taken, please state the amount thereof and when the alleged overpayment of tax was made.

Respectfully,

COLLECTOR OF INTERNAL REVENUE

Rex B. Goodell

LER

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.

522 FIFTH AVENUE

NEW YORK CITY

WILL H. HAYS
PRESIDENT

TELEPHONE
VANDERBILT 8110

149

March 18, 1925.

CONFIDENTIAL

FOR INFORMATION OF MEMBERS ONLY

Mr. D. W. Griffith,
Mamaroneck, N.Y.

Dear Mr. Griffith:

In line with the purpose to exercise every possible care to the end that only books or plays which are of the right type are used for screen presentation; to avoid the picturization of books or plays which can be produced only after such changes as to leave the producer subject to a charge of deception; to avoid using titles which are indicative of a kind of picture which could not be produced, or by their suggestiveness seek to obtain attendance by deception, a thing equally reprehensible; and further to endeavor "to establish and maintain the highest possible moral and artistic standards of motion picture production", the following communication has been received by this office, indicating the opinion of the members as to what they should do in their efforts to carry out these purposes, since February twenty-fourth, on which date we notified all our members that certain books and plays had been rejected for picturization by certain of our members:

From a distributing and producing member advice received today, March 18, 1925, that they have declined to produce "Weeds", this rejection being made on March 11, 1925.

With kindest regards, I am,

Sincerely yours,

Will H. Hays

hmb

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. MANSHAP, SECRETARY
J. G. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

COPY

Chicago, Ill.,
March 19, 1926.

D. W. Griffith Service,
Orienta Point,
Mamaroneck, N. Y.

Gentlmen:

This will acknowledge your letter of March 16th. With further reference to JUDITH OF BETHULIA wish to say that we might be interested in buying a print outright if you can give us a fair break. Bear in mind that the summer is coming on and we do most of our business with the smaller exhibitors. Competition is tough. First National and Paramount are giving their stuff away in order to freeze out the smaller exchanges and therefore we cannot afford to pay too much for royalty.

Since writing you last we have learned that there is a print of FALL OF BABYLON now being booked in the city by Max Levy who is operating an exchange under two names, one Exclusive Film Company and the other Interstate Film Service, both of 732 S. Wabash Avenue, booking a lot of stuff and pirating it on the quiet.

Under these conditions we would not want to have a print in the house if you should offer it to us on percentage basis. If Max Levy is not in authority to handle FALL OF BABYLONwe will appreciate it if you will not mention our name to him. We do not believe you will be able to get the print back if you should take action.

However there is one way and that is by having an exhibitor book it and we imagine that your exchange the United Artists can do it. We hope this information is of value to you.

Kindly give us your rock bottom price for royalty on JUDITH OF BETHULIA.

Very truly yours,

Bland Brothers,
by H Bland.

107

MARCH 19 1945

Collector of Internal Revenue,
Third District,
47th Street & Broadway,
New York City. Attention Mr. Harry Newman.

Dear Sir:

I am herewith enclosing check to the order of the Collector of Internal Revenue, Third District, for $1,000. drawn by D.W. Griffith, Inc. dated March 21st 1925.

Please credit on account of warrant against D.W.Griffith, Inc., and oblige

Very truly yours,

AHTB/GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York City,
March 20,1925.

Messrs L. Silvers & C. Nodere,

Gentlemen:

We are enclosing herewith, our check in the amount of $250 on account of our indebtedness to you.

Hereafter, you will receive a check for $250 every week until this debt is entirely liquidated.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK/IS
Enc.

New York City,
March 20,1925.

Mr. Neil Hamilton,
Poldean Court,
Pelham,
New York.

Dear Mr. Hamilton:

Enclosed herewith, you will find payroll check for week ending March 21st, 1925.

You will also find enclosed check in the amount of $300 together with a statement which is self-explanatory.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.3

1474 Broadway,
New York, N. Y.,
March 30, 1926.

Mr. M. C. King,
Famous Players Lasky Studio,
Astoria, L. I.

Dear Mr. King:

This will serve to introduce Mr. Lucius J. Henderson, about whom I telephoned. Mr. Henderson is an accomplished actor of many years experience on the stage as well as in pictures.

The object of this introduction is to make you acquainted with Mr. Henderson with a view of the possibility of using himin your pictures in the type that he represents.

Any courtesies you may extend to Mr. Henderson in this way will be especially appreciated by

Yours very truly,

Treasurer.

D. W. Griffith, Inc.

JCE/CC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 31st 1925.

Messrs. Kohlman & Austrian,
27 Cedar Street,
New York City.

Re: Novello vs. D.W.Griffith, Inc.
Attention Mr. Austrian.

Gentlemen:

I am enclosing herewith check to your order as attorneys for [redacted], representing half of the principal amount of the note due March 23rd pursuant to our understanding, viz; that you will accept this payment on account of said note at the present time and grant us an extension of sixty (60) days from the due date of said note for payment of the balance and interest

I also understand that you will have this note presented through the Bank but that you will not take advantage of non-payment of the same as far as the series of notes yet payable are concerned.

I would appreciate it greatly if you would advise the Equitable Trust Company, who, I understand, have the note for collection, that the same will be protested purely as a matter of form so that the said Bank will not be under the impression that D.W.Griffith Incorporated or Mr.Griffith are ignoring the payment of the inedebtedness to you.

Will you kindly acknowledge receipt of this letter and the enclosure at your earliest convenience and also confirm our understanding as above outlined.

Thanking you for your kindness in this matter, I remain

Very truly yours,

R/GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, INCORPORATED

OFFICE OF THE SECRETARY
130 West Forty-second Street
NEW YORK, N. Y.

March 31, 1925.

TO THE CLASS "A" STOCKHOLDERS OF D. W. GRIFFITH, INCORPORATED:

We are enclosing herewith Balance Sheet of D. W. GRIFFITH, INCORPORATED, for the close of the calendar year ending December 31st, 1924, as prepared by Price, Waterhouse & Co., Certified Public Accountants, after an audit of the Corporation's books.

We are also enclosing herewith pursuant to the By-Laws of the Corporation, Notice of Call of Annual Meeting of the Stockholders to be held at the Statutory Office of the Corporation, Room 607, Calvert Building, 104 East Fayette Street, Baltimore, Md., on April 6th next at 12 o'clock noon, together with proxy and consent for your use in the event that you cannot attend the meeting personally and in which case we respectfully request that you return the same at once in the enclosed stamped, self-addressed envelope in order that it may be in our hands in sufficient time to be presented at the meeting. Please sign and have the proxy properly witnessed.

You will note that at this Annual Meeting the Class "A" stockholders are asked to approve or vote on the proposition of the sale of the Corporation's studio premises and also other realty which the Corporation holds.

We wish to report that your officers have signed a contract to sell to E. W. Hammons the Studio property for the sum of $485,000. Against this parcel there are now mortgages in the sum of $117,500, plus interest. The cash payment to be received on the closing of title will be used to liquidate the outstanding mortgages, interest, taxes and other incidental closing expenses and any cash received for the balance of the purchase price and/or the purchase money mortgage which may be taken back, will be deposited with a bank or banks to be held for the benefit of the Class "A" stockholders (as will also be any cash or mortgages received from the sale of the other thirty (30) acre piece of property located at Mamaroneck which the Corporation owns, when sold, and against which there is a mortgage of $10,000 and interest) pending the future action of the Class "A" stockholders in regard thereto and after the corporate indebtedness has been substantially liquidated. The Studio parcel (formerly known as the "Flagler Estate") was purchased in 1919 by Mr. Griffith for the sum of $317,500 and was turned over to the Corporation in 1920 and at that value as part of the consideration for which the Class "B" stock of the Corporation was issued to Mr. Griffith. The present sale price of this property, viz., $485,000, represents the fair market value thereof and your Board of Directors believes that it is the best price that can be obtained at this time or in the near future therefor.

In order that the Corporation may be in a better position to liquidate its outstanding indebtedness to banks and other creditors which at this writing approximates $525,000 (a material reduction since the first of the year), Mr. Griffith on behalf of the Corporation has agreed to make four pictures for the Famous Players-Lasky Corporation (two of which will be special features and two program pictures), which will be owned by that Corporation, the first one of which will be released and distributed through the United Artists Corporation, to fulfill the Griffith contract with that Corporation, and the other three will be distributed by Famous Players-Lasky Corporation. For Mr. Griffith's services in making the four pictures above referred to, the Corporation will receive a sum for each small or program picture not to exceed $100,000 per picture, and for each big or special feature picture a sum not to exceed $200,000 per picture, together with 20% of the net profits that may be derived from said pictures. During this interim, of course, your Corporation will be receiving in addition to said sums the weekly income from the United Artists Corporation derived from the bookings (or contracts to exhibit) of your Corporation's pictures now being released by said United Artists Corporation. This arrangement has been deemed to be for the best interests of the Corporation by the Board of Directors and since the motion pictures will be made at the Studio of the Famous Players-Lasky Corporation it will necessarily obviate the necessity of having its own studio and therefore the sale of the Studio property will materially reduce the Corporation's overhead costs, which in the past have been very large, and will also obviate the necessity of paying large sums to obtain additional capital to produce further pictures for the Corporation. For these economical reasons, and since the Board of Directors cannot sell this property and the other real property which the Corporation owns without the affirmative vote of the holders of a majority of the Class "A" stock, we respectfully request that you vote in the affirmative on this proposition. The purchaser of the Studio property insists that the contract be closed on the date therein stated, viz., April 15th next, at which time delivery of the deed is called for, since he desires to take advantage of the Spring market and also to immediately improve the property for purposes of re-sale as residential property, and he will not consent to any adjournment of the closing date. It is therefore imperative that you immediately return the proxy in the event that you cannot attend the meeting so that the sale of the property may be properly consummated on the date called for in the contract of sale.

In reference to the proposal mentioned in the enclosed notice as to amendment of Article E, Section VI, Sub-divisions (1) and (3) of the Certificate of Incorporation, we wish to advise that the purpose of this amendment is to clear up a question that has arisen as to whether or not your Board of Directors has the authority to create liens on the assets, other than real property of the Corporation, in the natural course of its business without the consent of the holders of a majority of the Class "A" stock. This provision in the Corporation's Charter has seriously hindered banking facilities of the Corporation and limits your Board in its business activities and should therefore be amended accordingly.

In connection with the valuation of the Corporation's pictures, which you will find on the enclosed Balance Sheet, although these pictures are valued by Price, Waterhouse & Co., in accordance with motion picture accounting practice, at an exceedingly low figure, we can safely say that the residual value of the pictures owned by your Corporation are as follows:

Broken Blossoms	$30,000.00
The Love Flower	10,000.00
Dream Street	20,000.00
Way Down East	250,000.00
Orphans of the Storm	150,000.00
One Exciting Night	50,000.00
The White Rose	30,000.00
America	350,000.00
Isn't Life Wonderful	240,000.00
Total	$1,130,000.00

In order that the indebtedness of the Griffith Corporation may be liquidated as speedily as possible, Mr. Griffith has consented to loan to the Company the major portion of his salary until such time as the outstanding creditors of the Corporation have been substantially paid. As a further aid to the Corporation and since its incorporation Mr. Griffith has waived part of his salary in the total sum of $254,000.

We urge your co-operation, since we are doing our utmost, as is Mr. Griffith, to economize and conserve the valuable assets of the Corporation and we believe that the sale of the real property as above outlined, together with the proposed plan of liquidating the Corporation's indebtedness will in due time prove to be very advantageous for the stockholders and will protect the Corporation's assets, provided, of course, the sale of the real estate as planned is assented to. This does not mean that the Corporation will be liquidated or dissolved, but it will enable your Board of Directors to carry on the business of the Corporation for the best interests of all the stockholders.

After liquidation of the indebtedness as above stated, the Corporation will be able to again produce motion pictures for itself or it can continue under a similar arrangement with Famous Players-Lasky Corporation or some other producing and distributing Company as it may seem fit. In addition we might state that Mr. Griffith's contract for his exclusive services does not expire until July 1, 1930, and until that time the Corporation will receive the sole benefit of his well known motion picture work.

Very truly yours,

D. W. GRIFFITH, INCORPORATED.

By ALBERT H. T. BANZHAF

Secretary.

NOTICE OF ANNUAL MEETING

D. W. GRIFFITH, INCORPORATED

Notice is hereby given that the annual meeting of stockholders of D. W. GRIFFITH, INCORPORATED, will be held at the office of the corporation, Room 607, Calvert Building, 101 East Fayette Street, Baltimore, Maryland, on April 6, 1925, at twelve o'clock noon; the purpose of said meeting being:

1. The election of a Board of Directors.
2. To take the vote of and/or receive at said meeting, and/or after any adjournment thereof, to receive from time to time the consent or consents of the holders of a majority of the Class "A" stock authorizing and confirming the sale of the studio property of the corporation at Mamaroneck, New York, according to a certain contract, dated January 2, 1925, between the company and E. W. Hammons of New Rochelle, New York; and authorizing the sale of said property, or any or all of it, or of any or all of the remaining real property and improvements thereon, if any, from time to time thereafter as the directors in their judgment at any time may determine to be for the best interests of the company.
3. To take action upon a resolution of the Board of Directors declaring it advisable that Sub-divisions (1) and (3) of Section VI of Article E of the certificate of incorporation be amended so as to read as follows:

   (1) Dispose (by sale, consolidation, merger, lease or otherwise) of the property and business of the Corporation substantially in their entirety; provided, however, that the sale and/or pledge of films in usual practice of the business shall not be deemed to be limited hereby;

   (3) Create or assume any mortgage securing the issue of bonds other than purchase money mortgages;

and for the transaction of such other business as may properly come before the meeting.

By Order of the Board of Directors,
ALBERT H. T. BANZHAF,
Secretary.

DATED, March 21, 1925.

D. W. GRIFFITH, INCORPORATED

PROXY

Know all Men by these Presents, That, the undersigned does hereby constitute and appoint D. W. GRIFFITH, J. C. EPPING and ALBERT H. T. BANZHAF, or any one or more of them, my true and lawful attorney, with full power of substitution, in my name, place and stead, to vote as my proxy at the annual meeting of stockholders of D. W. GRIFFITH INCORPORATED, to be held at the company's office, Room 607, Calvert Building, 101 East Fayette Street, Baltimore, Md., on the 6th day of April, 1925, and at any or all adjournments thereof, for the purpose of electing a board of directors, authorizing the sale of all or any of the property of the company and the amendment of Article E, Section VI, sub-divisions (1) and (3) of the certificate of incorporation, hereby ratifying and confirming all that my said proxy may do in my name, place and stead.

And I do hereby irrevocably approve of and consent to the sale of all or any of the real property of the corporation, with improvements thereon, if any, at such time and at such price as the board of directors may determine to be for the best interests of the company.

In Witness Whereof, I have hereunto set my hand this day of , 1925.

.....(L. S.)
Signature of Stockholder

WITNESS:

.....

If you are unable to attend the meeting, please sign the enclosed proxy. The company will affix the necessary stamp.

ATTORNEYS & COUNSELLORS AT LAW
DENIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
JOSEPH W. MASSAUTH
RICHARD J. HAGGET
ARTHUR R. WALSH
EDWARD C. RAFFERT

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
FIRST SQUARE
NEW YORK CITY

13JA

IN RE

March 31st, 1926.

Mr. Albert H. T. Banshaf,
150 West 42d Street,
New York City.

Dear Mr. Banshaf:

We enclose herewith notices of annual meeting for United Artists Corporation; also for the Allied Producers and Distributors Corporation, all for your signature. If you will return them to this office promptly we will attend to the mailing of them.

Will you be good enough to let us have a list of the names and addresses of the stockholders of each company as they appear on the books of the company?

Very truly yours,

O'BRIEN, MALEVINSKY & DRISCOLL

BY-- J. R. Elliott

JRE:RLF

Jan. Sharek

1926

Jan Maria
March 22, 1926

Dear Mr Sharek.

I am so sorry that I missed you in New York last month. I wanted so much to see you to tell you how I liked "Sind Liebe Wundapfel?" and this Dangerton in it.

I also wanted to
find out from you
exactly what D. W.
wanted, but in the
Sentry hurry-and-flurry
that I never could.

John Emerson and
Anita Loos are coming
up tomorrow for a
few days. They are
old friends of yours.

Sincerely
Westbrook

D. W. Griffith, Inc., Longacre Bldg.,
Newyork, N. Y. Title of motion-picture photoplay:
Isn't Life Wonderful. Story by Major
Geoffrey Moss. 9 Reels.
Author of photoplay (under Sec. 62),
D. W. Griffith, Inc., of the United States

Date of publication Feb. 1, 1925. 2 Copies each received Mar. 23, 1925.
Description received Mar. 23, 1925. Entry: Class L, XXc., No. 21265

[SEAL]

Thorvald Solberg
Register of Copyrights

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March 23, 1926

Messrs Rehkopf & Austrian
27 Cedar Street
New York City

<u>Re Havelin vs. Griffith</u>

Gentlemen:

Pursuant to our understanding I am enclosing check of D. W. Griffith, Inc. to your order in the amount of $1125 to be credited against note which is due today, and which I understand you have protested.

Will you kindly acknowledge receipt and oblige

Very truly yours,

RR:C
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

W O R L D

THE ALLIED ARTISTS CORP. LTD.,
66-68 Gardour Street,
London, S. 1.

March 23rd, 1925.

Hiram Abrams, Esq.,
The Allied Artists Corp. Ltd.,
729 Seventh Avenue, N. Y.

Dear Mr. Abrams:

REPORT - Week Ending March 20th, 1925.

1. Nothing exceptional occurred during the week.

2. No changes were made in the personnel.

3. Expenses for week ended March 20th amounted to £1021.17.8

4. Total business from eachof the Exchanges were as follows:

Birmingham	£246. 6. 2.
Cardiff	374.17. 1
Glasgow	417.10, 0
Leeds	418.16. 8
Liverpool	319.
Manchester	200.17. 6
Newcastle	135.
Ireland	498.
London	1196.
	£3803. 7. 5

Cash collections for the week totalled £5637.16. 6

Yours sincerely,

MS:ER M. Silverstone

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. F. SANSHAF, SECRETARY
J. S. EPPING, TREASURER

16

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

1476 Broadway,
New York, N. Y.,
March 24, 1936.

Mr. A. H. F. Sanshaf,
130 West 42nd St.,
New York, N. Y.

Dear Mr. Sanshaf:

I am enclosing herewith copy of a letter received from the owner of a small exchange in Chicago, same being self-explanatory.

I recall that about two years ago this matter was brought to our attention by someone. At that time Mr. Ashcraft investigated it and we also had someone from the Hays office, I think it was Mr. Gentile, working on it, but nothing was ever done. However, something should be done as there is evidently a print out there being worked to death by someone who has no right to do so.

Will you kindly go into this matter at your convenience, keeping this man's name out of it as the information was given in confidence.

Very truly yours,

D W Griffith

CC

New York City,
March 24,1926.

Mr. William H. Walker,
Motion Picture Capital Corp.,
Canadian Pacific Building,
43rd Street & Madison Avenue,
New York City.

Dear Mr. Walker:

We have this day deposited in the Hamilton National Bank, domestic checks aggregating $9,367.56 and an English check in the amount of £630.75.

Our balance, after check #254, is $18,422.01.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

KOHLMAN & AUSTRIAN
[illegible] Street
NEW YORK

171

March 24, 1925.

Albert H. T. Hanshaf, Esq.,
130 West 42nd Street,
New York City.

RE: MOVELLO v. GRIFFITH

Dear Sir:

Note No. 3 in the amount of $2250, dated November 3rd, 1924 in the above matter, came due on March 23rd, 1925 and was not paid by your client D. W. Griffith Inc. This note bore interest at 6% which on the due date amounted to $52.50, making a total due on said note of $2302.50. The note, you will remember, contains the following provision:

> "In the event of a default in the payment by the undersigned of the interest or principal on this or any of the other notes of this series, this and all the notes of this series remaining unpaid shall immediately become due and owing and payable without demand both as to the entire principal and interest."

Consequently, note No. 4, dated November 3rd, 1924, due and payable April 23rd, 1925 came due on March 23, 1925, the amount of said note No. 4 being $2250. with interest thereon in the amount of $64.13 making a total on said note of $2314.13. We have been charged by way of protest fees on these two notes the sum of $1.30 each.

We are today in receipt of check of D.W. Griffith Inc. in the amount of $1125. This check when paid will reduce the amount of your client's indebtedness on notes Nos. 3 and 4 to $3,494.23.

Yours very truly,

Kohlman + Austrian

6/E

March 24, 1925

Mr. Albert L. Grey
c/o Mr. J. A. Manning
25 Victory House
Leicester Square
London W. C. 2
England

Dear Mr. Grey:

Relative to the Manufacture & Trust Company's action against the D. & H. Pictures Corporation, Mrs. Grey, you and Mr. Griffith, I have the following sad news to report:

Mr. Jacobs, the attorney in charge of the case for Jonas & Newberger, the attorneys for the bank, states that the bank wants deeds of your properties in New York and New Rochelle, also a deed from Mr. Griffith of the ranch in order to secure the payment of the claim of the bank. This they want liquidated, he claims, in May, but if they get the deeds and a substantial payment is made in May, I am sure you can get further time in which to pay the balance.

Since you have no defense to the action, and if we were to interpose an answer for delay, he could make a motion to have the answer stricken out, move for judgment, and at once levy on your property in New York and Westchester and bring an action to compel their sale. They would also in this connection, seize all Mr. Griffith's equity in his class "B" stock of the corporation, and after obtaining the judgment, could sue him on the judgment in California to sell his property there, all of which for the benefit of general credit and other reasons, we cannot let happen. The only thing you can now do is to show your good faith by turning the deeds of this property over to them until such time that you get back, can make arrangements to pay the same. It may be that some other lawyer could handle this matter better than I, and if you want me to call such a lawyer in, it will not hurt my feelings, to turn over the whole matter to him.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

In order to save time I am sending you herewith a power of attorney for you and Mrs. Grey to execute in order that your attorney in fact may give deeds of your property to the bank during your and Mrs. Grey's absence. This is a very serious matter and should receive your prompt attention. You will have to have the acknowledgement signed by a notary public and then have the United States consul attest the same and the power should be remailed on the first boat that you can get it on. I left the power of attorney blank in order that you could name Mr. Flume, Mr. Griffith, Mr. Epping, or, if you like, the attorney whom you may suggest to handle this matter for you. Please cable when you are mailing the papers.

Sorry to give you such unpleasant news during your absence, but it is a matter which you know you would have to meet sooner or later and I would advise that you show every disposition to the bank to give them everything they want in order that they will be more disposed to cooperate and assist you in the liquidation of their claim. If you do not they are apt to get peevish and by so doing ruin your credit and that of Mr. Griffith.

Outside of this matter everything seems to be going along nicely. With best regards to you and Mrs. Grey, I remain

Sincerely yours,

AB:AC
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

File

John A. Eckert & Co.
INSURANCE
90 John Street
New York

TELEPHONE BEEkman 3700

IN RE

INSURANCE EXPERTS
FIRE PROTECTION ENGINEERS
SPRINKLER EQUIPMENTS
A SPECIALTY

FIRE INSURANCE
MARINE
RAILROAD TOURIST AND
OTHER FUNCTIONS
RENTS AND LEASEHOLD
LOSS AND INDEMNITY
CONTRACTOR'S BONDS INSURANCE
BURGLARY AND PLATE GLASS
ACCIDENT AND HEALTH
PROPERTY OWNERS
LIFE INSURANCE

LIABILITY
EMPLOYERS ELEVATOR
CONTRACTORS AUTOMOBILE
PUBLIC TRANS
LANDLORD GENERAL
STEAM BOILERS
MORGAGEE CONDEMNATION

March 24, 1925.

D. W. Griffith, Inc.
1476 Broadway
New York City

Gentlemen: Attention Miss Conway

In accordance with your recent advices, we hand you herewith National Union Fire Insurance Company Policy A-40063 insuring Mr. Griffith's two cars against fire and theft, the La Voisin Cabriolet #1541 in the amount of $5,000 and the Hispano-Suiza Sedan #300387 in the amount of $7,000.

You will note that the policy does not cover the theft, robbery or pilgerage of tools, repair equipment, motometers, extra tires, tubes, rims or wheels, and extra or ornamental fittings, except in the case of theft of the entire automobile.

This policy insures the mentioned cars against loss or damage caused by tornado, cyclone, windstorm, earthquake, explosion, etc., also against accidental collision. The collision rate in connection with this insurance is based on New York City rates as we understand Mr. Griffith now permanently resides in New York City. The rates in New York are about $60.00 higher than those applying in Mamaroneck.

We are in a position to reduce the collision rate 10% if the cars are equipped with approved standard bumpers. If they are so equipped, will you be kind enough to give us the names of the bumpers, so that we can endorse the policy to that effect. If Mr. Griffith can accept a warranty to the policy to the effect that only one car will be out at one time and specify the chauffeur's name, the collision premium can be reduced $149.80.

If any of the above mentioned changes are to be made in the policy, kindly advise us.

Very truly yours,

JOHN A. ECKERT & CO.

H W Beekman

✓ Gen'l.
✓ Collision
Property Dam
Liability

HWB:N
ENC.

Form 1204

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

AN ANSWER IS EXPECTED

WESTERN UNION

COURT SQUARE, LONG ISLAND CITY

6 EXTRA

NEWYORK NY 553P MARCH 25 1925

DAVID W GRIFFITH

249

FAMOUS PLAYERS LONGISLANDCITYNY

DID YOU SEE THE PICTURES I GAVE TO MR ALDERSON HOW DO YOU LIKE THEM THINK YOU COULD EVER USE ME IF NOT I WOULD RETURN TO EUROPE BEST REGARDS

BARON DROST 16 WEST 49 STREET

630P

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT

COURT SQUARE, LONG ISLAND CITY

2748 FEB 62

ED NEWYORK NY 513P MARCH 25 192[illegible]

DW GRIFFITH

274

FAMOUS PLAYERS LASKY STUDIO ADDRS A NY

WE FEEL FRANKLIN DANIELS [illegible] PRODUCT IMPORTANT ENOUGH TO MAKE SPECIAL TRIP [illegible] STOP MR ZUKOR AND MR LASKY [illegible] WE SHALL DO OUR PART [illegible] TO TIE UP THIS MOVEMENT [illegible] STOP MAY GALLAGHER OUR REPRESENTATIVE WILL CALL UPON YOU

WILLIAM A [illegible]

630P

1476 Broadway,
New York, N. Y.,
March 20, 1920.

Mr. H. O. King,
Famous Players Lasky Studio,
Astoria, L. I.

Dear Mr. King:

The bearer of this note, Jack Sherman, is commissioned by Mr. Griffith to bring film back and forth from the studio in Astoria to Miles Projection room in 46th St. New York. This requires the use of taxicabs as there is a penalty of arrest and fine attached to carrying film in the subways. Will you be good enough to make some arrangement whereby your cashier will pay the boy the expenses incurred in the above mentioned manner.

Thanking you, I remain

Very truly yours,

Treasurer.

D. W. Griffith, Inc.

JCE/CC

1474 Broadway,
New York, N. Y.,
March 30, 1925.

Bankers Trust Company,
42nd St. & 5th Avenue,
New York, N. Y.

Gentlemen:

Beginning April 15, 1925, and every month thereafter until further instructed, please forward draft of $10 to the following party and charge same to my account:

Margarete Epping,
Kleine Pfahl Str. 18
Hanover,
Germany.

Thanking you,

Very truly yours,

JCE/CC

March 25, 1935.

Edward L. Hyland,
33 Harman Street,
Glen Ridge, New Jersey.

Dear Sir:-

Replying to yours of recent date, wish to advise that "Isn't Life Wonderful" will be released on the regular program by the United Artists Corporation, very shortly. It will no doubt be shown in your neighborhood theatre. Mr. Griffith had no intention of removing this beautiful production from the screen simply awaiting an opportune moment to book same into the theatres.

Thanking you for your very kind words of praise, and with best wishes, we are

Very truly yours,

D. W. GRIFFITH, INC.

By

CC:SL

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 25, 1925.

Mrs. H. M. Hird,
Watertown, Mass.

Dear Madam:-

Replying to yours of February 24th, wish to advise that your previous letter was never received by us evidently owing to the fact that it was addressed to Port Chester, New York. Our studios were located at Mamaroneck. If you care to forward a copy of your letter to this office, we will be glad to give same our attention.

Very truly yours,
D. W.GRIFFITH, INC.

CC:SL

March 25, 1935.

T. Everett Harris,
[illegible]-West 72nd Street,
City.

Dear Sir:-

On behalf of Mr. Griffith, I wish to acknowledge receipt of your novel "One Hour and Forever."

Thanking you for your courtesy, we are

Very truly yours,

CC:SL

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 25, 1925.

Mr. W. R. Mudermick,
623 Jordan Street,
Shreveport, La.

Dear Sir:-

On behalf of Mr. Griffith, we wish to acknowledge receipt of the complimentary copy of your book entitled "The Wanton".

Very truly yours,

D. W. GRIFFITH, INC.

By

CC:SK

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 25, 1925.

Djuana de Loth,
Posta Restante,
Sao Paulo,
Brasil.

Dear Madam:-

We are returning herewith your pictures. Mr. Griffith is at the present time making three productions for Famous Players Lasky Corporation, Astoria, L.I., and we suggest that you submit these pictures to them.

Very truly yours,

D. W. GRIFFITH, INC.

By

CC:SL

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form No. 201-64
New York State
Income Tax

NEW YORK STATE TAX DEPARTMENT
INCOME TAX BUREAU

NOTICE OF ADDITIONAL ASSESSMENT OF INCOME TAX

No. 1295697

DUPLICATE

ALBANY, N. Y. MAR 26 1927

Date

RECEIVING STAMP
No. 62

Against

David Wark Griffith (27113)
% Griffith Ranch
San Fernando Calif

SEND THIS COPY WITH YOUR PAYMENT
Payment must be made within ten days

The audit of your State income tax return for 1925 discloses additional tax due from you as stated below:

Explanation:		Amount of tax due
Deduction of loss through Wark Producing Corp. $54,668.58 is disallowed as fully explained in connection with return filed for the year 1921.		
Credit, interest received exempt from tax by a nonresident under the provisions of Sec 359.	5,056.90	
Net additional income subject to tax	$19,605.42	
Taxable at 3%	$1,488.16	
Less 25% reduction	372.04	
Additional tax due		$1,116.12

CDM:EMT

If not paid within ten days from date hereof there shall be added to the amount of this assessment 5% thereof, and in addition, interest at 1% per month for each month or fraction of a month from the date of this notice. (See Tax Law, Sec. 377, Subdiv. 3)

The foregoing tax is hereby assessed as indicated herein.

THE STATE TAX COMMISSION

PAYMENT MAY BE MADE AT ANY OFFICE OF THE NEW YORK STATE INCOME TAX BUREAU
MAKE CHECKS PAYABLE TO THE STATE TAX COMMISSION

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
JOSEPH W. MASSAUTTI
RICHARD J. MAGGOT
ARTHUR G. WALSH
EDWARD C. RAFTERY

MALEVINSKY & O'BRIEN
LAW OFFICES
TIMES SQUARE
NEW YORK CITY

American 178

IN RE

American

March 26, 1925

Alfred T. Banshaf, Esq.,
130 West 42nd St.,
New York City.

Dear Mr. Banshaf:

Enclosed herewith you will find copy of letter that the United Artists have received from Japan.

Will you kindly have the enclosed power of attorney executed by D. W. Griffith, Inc. and also send us a copy of the certificate of incorporation of D.W. Griffith, Inc. as requested in the letter.

I believe the power of attorney will require the seal of the corporation.

Yours very truly,

O'BRIEN, MALEVINSKY & DRISCOLL,

by E C Rafter

ECR:CK

ENC.

C O P Y

EXTRACT FROM LETTER OF MR. TSUNEJIRO MIYAOKA

January 26, 1925

United Arti ts Corporation
Kyomachi, Kobe

Dear Sirs:

MOTION PICTURE PHOTOPLAY "AMERICA" D. W. GRIFFITH, INC.

I beg to acknowledge the receipt of your letter of January 23rd 1925 in which you enclose to me a certificate of registration of copyright in the motion picture photoplay entitled AMERICA and registered in the name of D. W. Griffith, Inc.

In case of infringement arising in Japan we will have to claim that such and such film is an infringement on copyright registered on June 9th, 1924 in Class L, XXc No. 20288. Suppose you were releasing the same under the title LOVE AND SACRIFICE and the exhibitors were using the Japanese translation of the words LOVE AND SACRIFICE the infringer would say in support of his claim that there was no infringement that the film he exhibited was LOVE AND SACRIFICE and not AMERICA. He will refer to the exhibition of the film released by you, and the court will get into confusion and find it very difficult to recognize the piracy as a case of infringement of AMERICA or to connet it with the certificate of copyright registration which you have sent me.

I would therefore advise you to release the same under the title AMERICA which is the registered title.

I beg to call your attention to the fact that the certificate is not accompanied with a power of attorney to prosecute infringer. You will kindly call the attention of your head office in New York to the omission and suggest to them that they should ask Messrs. O'Brien, Malevinsky & Driscoll to send me a power of attorney to prosecute infringer as well as a certificate of incorporation of D. W. Griffith, Inc. These further documents must be obtained and kept together with the certificate before I can act in case of infringement.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Power of Attorney
to conduct litigation

Power of Attorney

Be it known that I (we) hereby appoint TSUNEJIRO MIYAOKA

Attorneys and Counsellors at Law, of Tokyo my (our) lawful attorneys for the purpose named hereunder, and confer upon them the authority to do either conjointly or severally all acts and deeds that may be necessary or proper to effectuate the object of the premises.

1) _____

_____

_____

_____

_____

2) The authority referred to in the second paragraph of Article LXV of the Japanese Code of Civil Procedure, including the authority to appoint a substitute or substitutes under any of the attorneys named above for the purpose of carrying out all or any of the purposes aforesaid.

3) The authority to accept payment and give discharge.

Therefor this power of attorney is issued under my (our) signature this _____ day of _____ in the year one thousand nine hundred and _____

_____

_____

_____

} Signature and address in full.

The second paragraph of Article 65 of the Japanese Code of Civil Procedure reads—

> "Unless specifically so authorized, an attorney appointed to conduct a litigation has not the authority to appeal from the decision of the court of first instance, to appeal to the Court of Cassation on points of law, to ask for a new trial, to appoint a proxy or substitute under him, to make compromise, to give up or surrender the thing involved in litigation, or to agree to the claim advanced or maintained by the other contending party."

B. M. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

March 26th 1935.

Messrs. Jonas & Newburger,
115 Broadway,
New York City. attention Mr. Murray L. Jacobs.

Dear Mr. Jacobs:

I am enclosing herewith the original Title Company's reports on the New York and New Rochelle property of Mrs. Grey, the one title #256632, the other title # 529612, and reissue #528091, together with a copy of the covenants in deed attached to the latter report. From these reports you can of course obtain the full descriptions.

I also wish to state that title policies have been issued on both parcels. When you have finished with these reports would you kindly return them to me, since they are part of my files.

Thanking you for your co-operation in this matter, I remain

Very truly yours,

AHTB/GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York City,
March 26,1925.

City Transfer Company,
138 Turk Street,
San Francisco,
California.

Gentlemen:

At your earliest convenience, will you favor us with a list of the stage effects which are stored in your warehouse?

We assure you of our appreciation in this.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

March 26th 1925.

Mr. Earl W. Hammons,
370 Seventh Avenue,
New York City.

Dear Mr. Hammons:

Pursuant to our telephone conversation, I beg to advise that it will be perfectly agreeable to the Griffith Company, and the Company does hereby consent to the adjournment of the closing of title of the so-called Griffith studio property, which has been set for April 15th pursuant to your contract with the Griffith Company under date of the 2nd day of January, 1925, to May 15th same time and place. We realize that since you are compelled to go to Europe and since we were unable to call the Stockholders' meeting earlier for the purpose of ratifying the contract of sale that you are entitled to an adjournment of the closing to May 15th, and such other and further reasonable time as you may deem necessary to close this transaction.

For your information I am enclosing herewith copy of letter which is being sent out to all the Griffith Stockholders relative to the Stockholders' Meeting called for the purpose of ratifying your contract with the Griffith Company.

If there is any further information you desire, or should you desire any information while you are abroad I will be glad to cable the same.

It is further understood that in case you cannot get back from abroad on or before May 15th that we will give you a further reasonable adjournment of the closing of title to such date as may be required.

Trusting that you will have a successful and pleasant trip, I remain

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB/GDM

	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the station number or service date in a telegram, the message will be sent as a telegram. Otherwise, the service indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the station number or service date in a telegram, the message will be sent as a telegram. Otherwise, the service indicated by the symbol appearing after the check.

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt of destination as shown on all messages, is STANDARD TIME.

Received at

F32CC 2K 34 NL

NEWYORK NY MAR 27 1925

D W GRIFFITH

HOTEL ASTOR NEWYORK NY

I DO HOPE I HAVE NOT TOO GREATLY INCONVENIENCED YOU BY NOT APPEARING SATURDAY MORNING BUT IT WAS ONLY ON THAT CONDITION AND SO FORTH THAT THE NEATER GUILD WOULD ALLOW ME TO WORK IN THE PICTURE YOU HAVE BEEN SO EXTREMELY KIND AND PATIENT I WANT YOU TO KNOW I AM NOT UNGRATEFUL

ALFRED LUNT

2CDA MAR 26

March 27, 1928

Mr. J. G. Appiani
c/o D. W. Griffith, Inc.
1476 Broadway
New York City

Dear Mr. Appiani In re Pease vs. Griffith

I am enclosing herewith the original letter received from Messrs Schlesinger, attorneys for Mr. Pease in the above entitled matter, which speaks for itself.

You will note that the settlement is made on the basis of $500. on Monday and $500. every two weeks for three successive weeks in full settlement of the act on which was brought for $2419.50 together with interest and cost on or about the eighth day of August, 1924, and the services were rendered between July 9th, 1923 and the fifteenth day of October 1923. You will therefore note that this action has been stalled or delayed for very near two years.

I am also enclosing copies of the bills which Mr. Pease rendered in connection with this matter, and wish to state that there can be no question as to a recovery in the amount of at least twelve to eighteen hundred dollars leaving approximately $1000 in dispute. In order to try such an issue we would have to hire experts to testify as the reasonablness of Pease's services at a cost of approximately from $50 to $100 per day per expert. It would also mean that Mr. Griffith could be examined before trial as to whether or not he actually hired Pease to make these repairs and at the time of the trial, Mr. Griffith would have to attend and refute the testimony of Pease as to the value of his services. The loss of time in court would cost Mr. Griffith or the Famous Players something like $5000 a day, and I am sure you will bear me out that it would be absolutely asinine to attempt to fight this case on the basis where you have to pay at least five hundred dollars or more, since we would be fighting over five hundred or less.

I have already spoken to Mr. Walker about this item and have given him my version of this litigation, and I am writing this letter in duplicate to you so that if you care you can give him a duplicate copy thereof. Please let me have a check by Monday next, otherwise judgment may be entered against Mr. Griffith on Wednesday next.

Very truly yours,

AB:EC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONE BIGS PENNSYLVANIA
CONNECTING ALL SECTIONS

GIMBEL BROTHERS

33RD ST. BROADWAY 33RD ST.
NEW YORK

March 27, 1925

G. F. Griffith, Inc.
1476 Broadway
New York City.

Gentlemen: Att: Mr. Godwin
Treasurer

May we trespass upon your time regarding Mr. Herbert Sutch?

On June 7th, 1922, the above mentioned opened a charge account with us giving his business connections as assistant director of your company. With this favorable impression, we extended Mr. Suthc the convenience of a charge account.

In confidence we wish to advise you that he contracted an account of $486.60, and which covers merchandise purchased during April 1924.

All our endeavors to get in communication with him have been unsuccessful due to the fact that we do not know his present whereabouts.

If you would be good enough to use your good offices in obtaining this information for us, the courtesy will be greatly appreciated.

Thanking you for any assistance that you may give us, we remain

Yours very truly,

GIMBEL BROTHERS, INC.

BY: L. Pomeranty

LP:SF
SUS.

New York City,
March 27,1926.

Policemen's Benevolent Asso. Of Westchester Co.,
Box 636,
Hastings-on-Hudson,
New York.

Gentlemen:

We have your reminder of the amount due you from this Organization, namely, $100 for an advertisement which was to have appeared in your Official Register of 1924.

Upon careful examination of this Register, we fail to find any advertisement of this Organization or any space so designated.

Inasmuch as this subscription was for advertising purposes, we can not pay this bill unless you show us definitely where this advertisement appeared.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM

CABLE ADDRESS "EDFILMCORP"

EDUCATIONAL FILM EXCHANGES, INC.

The largest distributors of quality short subjects

Executive Offices
Penn Terminal Building
330 Seventh Avenue

OFFICE OF THE PRESIDENT

124

NEW YORK, March 27, 1925.

Mr. Albert H. W. Banshaf,
Attorney for D. W. Griffith, Inc.,
130 West 42nd Street, City.

Dear Mr. Banshaf:

Beg to acknowledge, with thanks, receipt of your favor of the 26th inst. confirming our telephone conversation of March 25th, in which it is agreeable to both the D. W. Griffith, Inc. and myself, to adjourn the proposed closing of title to the so-called Griffith Studio Property, which was set for April 15th, pursuant to contract dated the 2nd day of January, 1925, to the 15th of May, 1925, at the same time and place.

I also greatly appreciate the last paragraph of your letter, reading as follows:

> "It is further understood that in case you cannot get back from abroad on or before May 15th, that we will give you a further reasonable adjournment of the closing of title to such date as may be required."

Again thanking you for your full cooperation in this matter, and with kind personal regards, beg to remain

Sincerely yours,

E. W. Hammons

EWH:G

America's Welcome to the Women of the World
Quinquennial Convention, International Council of Women, Washington, D. C., May 4-14, 1925
MARCHIONESS OF ABERDEEN, President I. C. W.

Temporary Executive Office of
MRS. PHILIP NORTH MOORE, President
National Council of Women, Inc.
Affiliated with the
International Council of Women
ROOM 1119 — D. & R.
342 MADISON AVENUE
Canadian Pacific Building
NEW YORK CITY
Telephone Vanderbilt 1614-1619

MRS. NATHANIEL H. HARRIS
MRS. THOMAS G. WINTER
MISS ANNA G. GORDON
MRS. A. ROSS HILL
Recording Secretary
MRS. GUY F. LEWIS

MRS. HENRY R. STIMSON, Chairman
New York Women's Ways and Means Committee

Corresponding Secretary
MRS. WM. JAMIESON WILSON
Treasurer
DR. EMMA E. BOWEN
Auditor
MRS. RUTH MAY FOX
Publicity Director
V. R. MOTTY & CO., Inc.
Canadian Pacific Building
New York City

GEN. J. LESLIE KINCAID, Chairman
New York Men's Ways and Means Committee

MRS. WILLIAM DICK SPONSORS
(President N. Y. City Federation of Women's Clubs)
Chairman New York Reception Committee

March 27th, 1925.

Mr. D. W. Griffith,
1476 Broadway,
New York City.

Dear Mr. Griffith:-

I wrote you a few days ago asking to be allowed to use your name on a Ways and Means Committee for the National Council of Women.

Many men do not know who or what the National Council of Women of the United States are and I will explain as briefly as possible.

The National Council of Women is what we would call in business a "holding company" its membership consists of some twelve million women who are members of any of the thirty six National organizations such as the General Federation of Womens Clubs, American Association of University Women, W.C.T.U., League of Women Voters, National Council of Jewish Women, Y.W.C.A., Federation of Temple Sisterhoods, etc., etc.

You know the constituent bodies but not the parent body.

Through the parent body the millions of American women enjoy membership in the International Council of Women which includes a total of thirty six million women representing forty six countries. The International Council hold conventions once in five years, Quinquennials. Five years ago it was held in Norway and the entire expense underwritten by the Norwegian Government and the meetings held in the Storthing.

The conventions have always been held in Europe since the start here in Washington in 1888.

This year at the invitation of our women it is to be in Washington May 4th - 14th.

The cost of the convention was budgeted and the money raised by the various womens clubs in the country.

Recently it developed that the women of the poorer countries could not come unless some method was found of paying their transportation - they are in poor financial condition and up against the great problem of exchange.

These very women are the ones that need most the educational advantages of this convention. Mrs. Henry A. Stimson and a committee are at work among the clubs and I agreed to head a committee to aid them.

It seems to me that we must put our women in position to carry out their hostess responsibilities in true American fashion. In fact it would be disastrous not to so do.

Won't you do two things, let me use your name on this committee and also make out a check to the order of the National Council of Women and send it to the Bank of Manhattan Co., 43rd Street and Madison Avenue.

It will not be necessary to ask you to give any time to committee work.

Sincerely yours,

J. Leslie Kincaid

J. Leslie Kincaid,
Chairman Mens Ways and Means Committee,
National Council of Women of United States.

$1000.00 NEW YORK CITY, MARCH 26th, 1926

ON JUNE 26th, 1926 after date we promise to pay to

the order of A. H. T. BANGHAM

ONE THOUSAND AND 00/100 Dollars

Payable at CENTRAL UNION TRUST COMPANY, 42nd STREET & MADISON AVE., N. Y. C.

Value received D. W. GRIFFITH, INCORPORATED.

Vice Pres. Due 6/26/26

TEXAS.

New York City,
March 30,1932.

Mr. Neil Hamilton,
Feldson Court,
Pelham,
New York.

Dear Mr. Hamilton:

Enclosed herewith, you will find payroll check for week ending March 28th.

You will also find enclosed check in the amount of $109.54 together with a statement which is self-explanatory.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.3

New York City,
March 28,1925.

Gimbel Bros.,
34nd Street & Broadway,
New York.

Attention of Mr. L.Tonerantz

Gentlemen:

We have your letter of March 27th wherein you request the address of Mr. Herbert Sutch.

To this end, we are wireing our representative in California and immediately upon receipt of the desired information, we will get in touch with you.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

U.A.E.I

CUBAN EXCHANGE

REPORT - Week ending March 28th, 1935.

Nothing to report about the situation of the Island which is the same as weeks ago.

Film rental monies for the week ending March 28th	$ 664.50
Expenses for the week ending March 28th	347.48
Collections for the week ending March 28th	664.50

Enrique Baez
Branch Manager, Havana office

EB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

153

ERNST, FOX & CANE
COUNSELLORS at LAW
25 West 43rd Street
New York

March 30, 1925.

Albert H. T. Banshaf, Esq.,
136 West 42nd Street,
New York City.

Dear Mr. Banshaf:

The following is a copy of Mr. Beach's letter as requested:

"In accordance with your request we give below the unplayed business on ONE EXCITING NIGHT in foreign countries to the latest available dates with the exception of South America, of which the figures for this country we regret to say are not obtainable.

ENGLAND	2/27/25	£522. 3. 0
CONTINENTAL EUROPE	1/31/25	Fr. Fcs. 36,645.75
AUSTRALASIA	12/27/24	£368.18.10
FAR EAST	12/27/24	Yen 13,650.00"

These figures are inconceivable to me. The last statements show the amount of contracts in England at 34781 pounds, France 319,947 francs, Australasia about 6,000 pounds and the Far East 27,480 yen . There is something wrong somewhere. The amount collected todate from all sources is $115,627.57.

Will you please make such investigations as you think proper under the circumstances and advise me? My client, Mr. Jacobs, desires an additional check of $1500. from Mr. Abrams on account of his guaranty.

Very truly yours,

David J. Fox.

DJF:DB.

March 30th,
19 28.

H. H. Traver , Sales Manager,
United Artists Corporation,
503 Joseph Leek building,
Detroit,
Michigan.

My dear Bert:

Your communication of the 28th asking for a letter for Charlie Carlysle for his visit to the coast, received.

I have today sent a letter to Charlie Carlysle which will give him entree to allthe studios out there and so I am therefore taking care of your letter.

With best regards.

Sincerely yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 20th,
1946.

Mr. Mark Larkin, Director of Publicity,
Pickford-Fairbanks Studio,

Hollywood,
California.

My dear Mark:

This letter will serve to introduce my good friend and pal, Mr. Charlie Carlyle (by the way, he owns all the theatres in Saginaw, Michigan and is an exhibitor to be reckoned with I assure you). He is most anxious to visit through the studio and also to see Mr. Chapman's studio. Will you please do the honors for me?

I would appreciate very much your going out of your way in this matter for in doing it you are doing me a great personalfavor.

With best regards to Mrs Larkin, the kids and all my friends and pals of the studio not forgetting your good old self, I am, as ever,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 28th.
19 28

Mr. Charles Carlyle, Manager,
Regent-Palace Theatre,
Saginaw,
Michigan.

My dear Charlie:

Mr. Travers has written me about your contemplated trip to Los Angeles.

I am herewith, enclosing a letter for you to give to Mr. Mark Larkin who is the main guy at the Pickford-Fairbanks Studio and also head of the Publicity Men's Association out in Los Angeles. He will see that you get entree to all the Studios that you care to visit. Don't be backward in asking him to 'phone any of the Studios and tell them you're coming and to treat you like a king. He will gladly do it because he is a great pal of mind and therefore should be a friend of yours.

With best regards, as ever,

Jack Cohn

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ATTORNEYS & COUNSELLORS AT LAW
GEORGE F. WERNER
M. L. MALEVINSKY
ARTHUR T. KRIEGELL
JOSEPH M. MAGNOLTI
RICHARD J. HAGGAT
ARTHUR H. WALSH
EDWARD C. RAFFERT

LAW OFFICES

TIMES SQUARE
NEW YORK CITY

IN RE

March
30th
1926

Mr. Albert H.T. Banshaf
130 W. 42nd Street
New York City

My dear Bert:

I understand the loan to the Central Union Trust Company has been paid off by D. W. Griffith, Inc., and upon the same being done, my recollection is that pursuant to the agreement between D. W. Griffith, Inc. and United Artists Corporation, the stock would be delivered to the escrow agent.

Will you kindly give this matter your attention?

Sincerely,

Coff

DFO'B/IC

March 30th 1925.

Messrs. Schlesinger & Schlesinger,
17 East 42nd Street,
New York City. Pease vs. Griffith.

Dear Mr. Schlesinger:

I am enclosing herewith check under date of March 30th 1925 to the order of Clark D. Pease for $500., being first payment on account of settlement of the action of Pease vs. Griffith for the total sum of $2,000., the balance of $1500. to be paid in installments of $500. every two weeks until liquidated. Meanwhile action is to remain as at present, you to adjourn the motion for judgment on the pleading every two weeks until this amount is liquidated or at such time we may fail to make payments as aforesaid. This letter is to be considered an understanding between us. Therefore please adjourn the motion which is on for Wednesday next for two weeks from that date.

Since the balance is so small and the payments to be made so soon there is no advantage in exchanging notes for the balance, and the installments will be met as outlined. If not you will be permitted to press your motion for judgment on the pleadings. I, however, will reserve the right to contest the same in case it is necessary.

These payments are made without prejudice to either party in case of default.

Very truly yours,

AHTB/GDM
Enc.

G. W. CHERRY COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York City,
March 31, 1926.

Mr. W. R. Walker,
Motion Picture Capital Corp.,
Canadian Pacific Building,
42nd Street & Madison Avenue,
New York.

Dear Mr. Walker:

We have this day deposited in the Hamilton National Bank, checks aggregating $10,000 which we received from the United Artists' Corporation as income on our pictures.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

(~~from~~ March 24 to July 15)

Schlesinger & Schlesinger
Counsellors at Law

National City Bank Building
Madison Avenue & 42nd Street
New York

March 31st, 1925.

Albert H.W. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:- Re: Pease vs. Griffith

Your letter in the above entitled matter was received together with enclosure.

Will you kindly have the succeeding checks made payable to our order or to "ourselves or Mr. Pease".

Very truly yours,

SCHLESINGER & SCHLESINGER
BY [signature]

LG.

March 31st 1925.

Mr. Dennis F. O'Brien,
c/o O'Brien, Malevinsky & Driscoll,
182 W. 42nd Street,
New York City.

Dear Cap:

Replying to your favor of the 30th inst. relative to the Griffith loan to Central Union Trust Co. and F.A. Powers to whom the common stock of the United Artists was delivered as collateral, beg to advise that the Central Union Trust Co. has been paid in full, but that F.A.Powers' loan was purchased by the Motion Picture Capital Company and all the collateral which Powers held was taken over by them. Powers' obligation at the time represented approximately $120,000. , and as soon as approximately $100,000. is repaid to the Motion Picture Capital Company I have their verbal assurance that they will turn over the United Artists Common stock to you under the arrangement.

This loan is now of course in very friendly hands and we are rapidly liquidating all of the Griffith Company's indebtedness without incurring any new liabilities.

Very truly yours,

AHTB/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 31st 1935.

Messrs. Jones & Newburger,
115 Broadway,
New York City.

Attention Mr. Murray L. Jacobs.
Manufacturers Trust Co. vs. U.A.M. Pictures et al.

Dear Mr. Jacobs:

I believe tomorrow, April 1st, is my last day to answer in re above entitled action on behalf of all the defendants. Will you kindly give me twenty days in which to answer pending your appraisal and conclusion regarding the same.

Very truly yours,

AHTB/GDM
Enc.

FILM LIBRARY

Benj. J. Taylor
Herman G. Rosbolt

Telephone
[illegible]

Benjamin J. Taylor
Attorney and Counsellor at Law
No. [illegible] South Main Street
Port Chester, N. Y.

March 31, 1925.

Re: FELDT vs GRIFFITH STUDIOS.

D. W. Griffith Studios, Inc.,
Long Acre Building, 42nd St.,
New York City.

Attention Mr. Epping.

Gentlemen:

I have been retained by Mr. Ernest Feldt of Mamaroneck, N. Y., who has a claim against your company in the amount of Fifty-five ($55.00) dollars. This claim is for services rendered while you operated a studio at Mamaroneck, N. Y., and covers the collection of garbage, ashes, papers, etc., for period commencing September 15, 1924, and ending on December 5, 1924, at the rate of twenty ($20.00) dollars per month.

Would appreciate very much if you will send your check in settlement of this claim. Kindly let me hear from you with reference to same during the next week.

Very truly yours,

Benj. J. Taylor

H

Oct 6

1474 Broadway,
New York, N. Y.,
March 31, 1915.

Mr. H. Beekman,
John A. Tokert & Co.,
93 John St.,
New York, N. Y.

Dear Mr. Beekman:

I have learned that both of the cars, Hispano and Voison have Stewart bumpers front and rear, so you may proceed on the reduction in that respect.

However, I have not as yet learned definitely about the matter of one car remaining unused, but expect to take it up further with Mr. Griffith and will advise you accordingly. However, inasmuch as Mr. Griffith has only one chauffeur and never drives the car himself, it is quite safe to say that there is only one car out at a time, especially now that there is no one at the studio who would take the other car out during his absence.

Very truly yours,

D. W. Griffith, Inc.

CC

G. & H. CORPORATION

BALANCE SHEET AS OF MARCH 31, 1926

ASSETS

Cash		$ 146.75
Accounts Receivable - A. L. Grey		2617.30
Inventory		
Negative - Cash	$ 208704.73	
Less Reserve for Exhaustion to 12/31/24	73581.78	
Negative Residual Value		189122.95
Positive Cost	11306.25	
Less Reserve for Exhaustion to 12/31/24	8367.83	
Positive Residual Value		2938.42
Goodwill		18750.00
Deficit 3/31/25		51657.72
		$205233.14

LIABILITIES

Notes Payable	64000.00	
Less Payments to M. T. CO.	17729.86	
		46270.14
Loans Payable		25000.00
Accounts Pay. (Special) -detail below		4357.46
Accounts Pay. (Trade Acc'ts) detail below		1733.01
D. W. Griffith - Personal account		4099.57
D. W. Griffith, Inc. Studio Account		103772.96
Capital Stock		20000.00
		$205233.14

Accounts Payable - Special

A. L. Grey - Special	$1719.46
D. W. Griffith, Inc.	2638.00
	$4357.46

Accounts Payable - Regular

Alynbu Studios	11.50
Craftsmen Lab.	90.52
H. J. Jantzer	390.00
Interocean Forwarding Co.	21.25
A. H. T. Banzhaf	250.00
L. Hamilton Corp.	794.20
N. Y. State Tax	20.00
Misc. Creditors	155.54
	$1733.01

G. & H. CORPORATION

MAY 1st, 1935

Manufacturers' Trust Co. Account

		$344000.00
Income from U. S. & Canada	16160.31	
Income from Australia	471.74	
Income from Japan	1300.00	19932.55
Balance due Manufacturers' Trust Co.		$344067.45

Producers Equity in "His Darker Self" Bookings

Total Net Sales - U.S. & Canada	$79695.67	
Gross Played and Earned	66109.88	
Total Unplayed Bookings	$13585.79	
65% - - Producers Equity		$8830.76
Total Net Sales - Australia	$5719.90	
Less Gross Played and Earned	1480.50	
Total unplayed Bookings	$4239.40	
70% - - Producers Equity		2967.58
Total Net Sales - Japan	4066.00	
Less Gross Played And Earned	2280.00	
Total Unplayed Bookings	$ 1786.00	
60% - - Producers Equity		1071.60
Total Equity in Unplayed Contracts		$12869.94

Form 104. Page 1 of Return

[1924]

NEW YORK STATE INCOME TAX—NONRESIDENT RETURN

For the Calendar Year 1924

or Fiscal Period, begun _____ and ended _____ 1924

To be used by individuals, NOT residents of the State of New York, deriving income from:
(a) property situated within the State of New York;
(b) a business, trade, profession or occupation carried on within the State of New York;
(c) services rendered within the State of New York.

See Instruction A for definition of "resident" and "nonresident."

THIS RETURN MAY BE FILED AT THE OFFICE OF THE NEW YORK STATE INCOME TAX BUREAU, 42 NORTH PEARL ST., ALBANY, N. Y., OR AT ANY DISTRICT OFFICE

IF THIS RETURN IS FOR THE CALENDAR YEAR 1924 FILE IT ON OR BEFORE APRIL 15, 1925.

If for a period other than a calendar year file it on or before the 15th day of the fourth month following the close of such period.

Do not write in these two spaces

PRINT NAME AND RESIDENCE ADDRESS PLAINLY BELOW

NAME: DAVID MARK GRIFFITH
(First name in full—middle initial—last name in full)

RESIDENCE ADDRESS (No.): 1476 Broadway
(Street or avenue or rural route)

New York City
(City, Village, Post office and State)

Do not write in these spaces
Amount Paid
$
Cashier's stamp
No.

ATTACH REMITTANCE HERE

READ INSTRUCTIONS CAREFULLY BEFORE PREPARING YOUR RETURN

ANSWER QUESTIONS 1—8 IN FULL

1. Did you file a N. Y. State return for 1923? Yes 1922? Yes
1a. If so, give any address other than that above used on such returns
2. If no return for 1923 was filed, state reasons
3. Is this a joint return of the income of husband and wife? No
4. If not, and your wife (or husband) filed a separate return, give name and address on such return
5. Were you at any time during the year 1924 married and living with your wife (or husband)? No
6. If not, were you the "head of a family" as described in Instruction F? No
7. How many dependent persons (other than husband or wife) under eighteen years of age, or mentally or physically defective, received their chief support from you during the year 1924? None
8. What is the relationship to you of the dependent persons for whom support you claim exemption under Questions 6 and 7?

NOTE.—*If your wife (or husband) or dependent minor children derived any income from sources within the State of New York, it must be included in this or in a separate return.*

CALCULATION OF TAX

9. Net income shown by Item 30 (Page 2 of Return) ..... $ 5,557.692
10. *Less* personal exemption (See Instruction F) 1000
11. BALANCE SUBJECT TO TAX ..... $ 5,557.692

Amount of income taxable at each rate	Rate of Tax	Amount of tax	If any tax has been withheld at source from your compensation, fill in this column	Amount
$10,000 -	12. 1% on first $10,000 of Item 11	$ 100 -	16. Total tax (*Item 15*)	$ 1097 30
40,000 -	13. 2% on next $40,000 of Item 11	800 -	Less 25%	
7,476 92	14. 3% on amount over $50,000 of Item 11	197.30	17. *Less* tax withheld at source	274.33
$	15. TOTAL	$ 1097.30	18. Balance due (*Item 16 minus Item 17*)*	$ 822.97

*If Item 17 exceeds Item 16 this return will be considered as a claim for refund. No other or further claim need be filed.

The tax due must be paid IN FULL on filing return

Make Checks or Money Orders Payable to STATE TAX COMMISSION. (Do not send currency by mail. Postage stamps will not be accepted in payment of tax.)

AFFIDAVIT

STATE OF New York COUNTY OF New York, ss.:

I swear (or affirm) that to the best of my knowledge and belief, the statements contained in this return including the accompanying schedules and statements (if any) are true, and that this return is a true and complete statement, in accordance with the law and regulations, of all income, gains and profits received by or accrued to me (or the person for whom this return is made) during the taxable year 1924, from sources within the State of New York, and that all deductions entered or claimed herein are allowable under the law and regulations.

Sworn to and subscribed before me this ..... day of ....., 1925.

_____ (Signature of individual or agent)

[203] (Signature of officer administering oath) _____ (Title) _____ (Address of agent) **[1924]**

Seal not required

RETURN OF TAXABLE INCOME OF NONRESIDENT INDIVIDUAL

19. INCOME FROM PERSONAL SERVICES (Salaries, Wages, Fees, Commissions, Bonuses, etc.)

(a) OCCUPATION	(b) NAME AND ADDRESS OF EMPLOYER	AMOUNT OF INCOME FROM SOURCES WITHIN THE STATE OF NEW YORK
Motion Picture Director	D. W. Griffith, Inc 1476 Broadway, New York	$ 8000 -

20. INCOME FROM PARTNERSHIPS, ESTATES AND TRUSTS

If supplementary is required, use the form shown for net income of the partnership or fiduciary.

Give name and address of partnership, estate or trust. If estate or trust, give also name and address of fiduciary.

(a) $

(b)

21. INCOME FROM BUSINESS OR PROFESSION (Including Farming.) See Instruction 21.

Enter here your net income from business or profession, from line 4 of Schedule A. If a loss, enter in red ink and subtract.

Net income from business or profession, as shown on Schedule A, or on farm schedule hereto annexed $

(If a loss, enter in red ink and subtract.)

22. INCOME FROM RENTS AND ROYALTIES From Property Situated Within the State of New York

(a) KIND OF PROPERTY AND LOCATION	(b) GROSS AMOUNT OF RENTS AND ROYALTIES	(c) REPAIRS, DEPRECIATION AND DEPLETION (explain in Schedule B)	(d) TAXES	(e) INTEREST AND OTHER EXPENSES (explain principal items in Schedule C)	
Royalty interest in net receipts of Epoch Producing Corporation	$ 16,735 80	$	$	$	
(f) NET INCOME FROM RENTS AND ROYALTIES (Column b, less total of columns c, d and e). If net loss, enter in red ink and subtract.	$	$	$	$	$ 16,735 80

23. PROFIT (OR LOSS) FROM SALE OR EXCHANGE OF LANDS, BUILDINGS AND OTHER PROPERTY SITUATED IN NEW YORK STATE (Not dealt in as a business)

If there was more than one sale or exchange during the year, submit separate statement in similar form for each sale and enter total net profit (or net loss) opposite 16 of this Item.

In case the property was acquired prior to January 1, 1919, give all the information called for by both Columns 1 and 2. If acquired subsequent to January 1, 1919, give only the information called for in Column 1.

(1) Kind of property Stock (2) Location (3) Year acquired 1921 x x x x x

(4) SALE PRICE (OR FAIR MARKET VALUE OF PROPERTY RECEIVED IN EXCHANGE) $ 6541 12

COLUMN 1		COLUMN 2	
(5) Original purchase price	$ 12500 -	(10) Exchange value January 1, 1919	$
(6) *Add* permanent improvements since purchase		(11) *Add* permanent improvements since January 1, 1919	
(7) Total	$ 12500	(12) Total	$
(8) *Deduct* depreciation since purchase		(13) *Deduct* depreciation since January 1, 1919	
(9) Cost (line 7 less line 8)	$ 12500	(14) Adjusted January 1, 1919 value (line 12 less line 13)	$

(15) (a) If Item 4 is higher than both Item 9 and Item 14, insert here the higher of Items 9 and 14... (b) If Item 4 is lower than both Item 9 and Item 14, insert here the lower of Items 9 and 14..... $ 12500 -

Note: If Item 4 is neither higher nor lower than both Items 9 and 14, enter "none" and report no Gain or Loss at Item 16.

(16) ~~Gain or~~ loss (difference between Items 4 and 15) ..... Loss 5958.88 $

24. OTHER INCOME From Sources Within the State of New York (Describe each source separately and in full)

Explain in Schedule D, page 4 of return, apportionment, if any is made, to State of New York, of income from any source, both within and without the State.

(a) ~~Dividends~~ $

(b)

25. TOTAL INCOME FROM ABOVE SOURCES (*Items 19 to 24 inclusive*) $ 727 35 80

26. DEDUCTIONS not claimed above

See Instruction 26.

Deductions allowable to a nonresident are limited to expenses incurred in connection with the production of taxable income from sources within the State and losses from business carried on or property owned within the State.

(a) Interest on indebtedness $

(b) Taxes Misx excise taxes 200.

OTHER DEDUCTIONS (Describe each separately and in full)

(c) Travelling and entertaining

(d) ~~expenses in connection with business Item 23 (Loss)~~ 9000 -

27. TOTAL DEDUCTIONS (except contributions) 5958 88 $ 15158 88

28. BALANCE (Item 25 minus Item 27) $ 57,576. 92

29. CONTRIBUTIONS (See Instruction 29.) Submit details on Schedule E, page 4 of return. These must not exceed 15% of Item 28

30. NET INCOME SUBJECT TO TAX (Item 28 minus Item 29.) *Enter on page 1, Item 9* $ 57,576 92

SCHEDULE A

Income from business or profession carried on wholly or partly within the State of New York

(Income from farming may be detailed in Form Schedule (Form 307) or other separate form schedule to be inserted in this return.)

If the business is carried on both within and without the State (as defined in the regulations) report the total income from the business, and exhibit apportionment in Schedule G.

1. (a) Kind of business Motion Picture Directory Business address 1476 Broadway, New York

2. State whether this statement of business income is on a cash or an accrual basis

3. If inventories are used, state whether they are valued (a) at cost or (b) at cost or market, whichever is lower

Taxpayer may submit balance sheet here, in the form of stock-in-trade and other items to the extent that may be form, and total net income (or loss) below.

TRADING OR OPERATING INCOME

4. Total Sales and Income from Business or Professional Services ..... $

Cost of Goods Sold			Other Business Deductions		
5. Labor	$		14. Amount withdrawn by taxpayer or paid to wife or minor children (Report as income of Item 13, page 2)	$	
6. Materials and supplies			14 a. Salaries and wages not reported under "Cost of Goods Sold"		
7. Merchandise purchased			15. Rent for business property		
8. Other costs			16. Interest on business indebtedness to others		
9. *Plus* inventories at beginning of year			17. Taxes on business and business property		
10. Total	$		18. Repairs, depreciation and depletion (explain in Schedule B—below)		
11. *Less* inventories at end of year			19. Losses not compensated by insurance (explain in Schedule C—below)		
12. Cost of Goods Sold (Item 10 minus Item 11)	$		20. Bad debts (explain in Schedule C—below)		
			20. Other expenses (explain principal items in Schedule C—below)		
			21. Total Other Business Deductions	$	

22. Cost of Goods Sold Plus Total Other Business Deductions (Item 12 plus Item 21) ..... $

23. Net Trading or Operating Income from Business or Profession (Item 4 minus Item 22) ..... $

NON-OPERATING INCOME OF THE BUSINESS OR PROFESSION

Do not include income from rents, or profits from the sale of lands and other property (not dealt in as a business) which must be reported on page 2 of Return at Items 22 and 23.

24. Interest ..... $

25. Dividends from stocks carried as business assets .....

26. Profit from the sale of stocks or bonds, not dealt in as a business, but carried as business assets. If you sold stocks or bonds thus held apply for Form 328. See also Instruction 21, Item 26 .....

27. .....

28. .....

29. .....

30. Total Net Income from Business or Profession ..... $

If you carry on business (as defined in the regulations) **only** within the State of New York, enter the amount of Item 30 of Schedule A, at Item 21 on page 2 of return.

If you carry on business (as defined in the regulations) **both** within and without the State of New York, fill in Schedules F and G on page 4 of return and enter at Item 21 on page 2 of return, the proportion of your income allocated to the State of New York.

SCHEDULE B

Statement of deductions for repairs, depreciation and depletion in Item 17 of Schedule A, and Item 22 (c) on page 2 of return

If the property was acquired after January 1, 1919, base depreciation on the cost thereof. If acquired prior to January 1, 1919 show both original cost and fair market value as of that date and base depreciation on the January 1, 1919 value.

1. Refer to Item No.	2. Kind of Property (*Principal material of which constructed*) and Location	3. Year Acquired	4. Cost (*exclusive of land*) — If acquired prior to January 1, 1919, state both	5. Value on January 1, 1919 (*exclusive of land*)	Depreciation and Depletion Charged Off: 6. Rate	7. Amount since purchase	8. Amount for taxable year 1924	9. Incidental repairs not included in depreciation deductions
				$		$	$	$
	Totals		$	$		$	$	$

SCHEDULE C

Explanation of deductions claimed in Items 18, 19 and 20 of Schedule A, and Item 22 (e) on page 2 of return

1. Refer to Item No.	2. Explanation	3. Amount	4. Refer to Item No.	5. Explanation	6. Amount
		$			$

Form 1120
U. S. Internal Revenue
(Auditor's Stamp)

CORPORATION INCOME TAX RETURN
For Calendar Year 1924

File This Return with the Collector of Internal Revenue for Your District on or Before March 15, 1925

PRINT PLAINLY CORPORATION'S NAME AND BUSINESS ADDRESS

Page 1 of Return

File No.

Serial Number

First Payment

$

Examined

By

(Cashier's Stamp)

Date of Incorporation Dec. 12, 1923

Under the Laws of What State or Country Ky

Cash Check M. O. Cert. of Ind.

KIND OF BUSINESS Rental of motion pictures No business done IS THIS A CONSOLIDATED RETURN? No

GROSS INCOME

Line not applicable to

1. Gross Sales from Trading or Manufacturing, Less Returns and Allowances $
2. Less Cost of Goods Sold:
   - (a) Inventory at beginning of year $
   - (b) Merchandise bought for sale
   - (c) Cost of manufacturing or otherwise producing goods (From Schedule A)
   - (d) Total of lines (a), (b), and (c) $
   - (e) Less inventory at end of year
3. Gross Profit from Trading or Manufacturing (Item 1 minus Item 2) $
4. Gross Profit from Operations Other Than Trading or Manufacturing. (State source of income):
   - (a)
   - (b)
   - (c)
5. Interest on Bank Deposits, Notes, Mortgages, and Corporation Bonds
6. Rents
7. Royalties
8. Profit from Sale of Real Estate, Stocks, Bonds, and other Capital Assets (From Schedule B)
9. Dividends on Stock of Domestic Corporations
10. Other Income (including dividends received on stock of foreign corporations). (State nature of income):
    - (a)
    - (b)
    - (c)
11. Total Income in Items 3 to 10 $

DEDUCTIONS

12. Compensation of Officers (From Schedule C) $
13. Rent on Business Property
14. Repairs (From Schedule D)
15. Interest
16. Taxes (From Schedule E)
17. Losses by Fire, Storm, etc. (From Schedule F)
18. Bad Debts (From Schedule G)
19. Dividends (From Schedule H)
20. Depreciation (resulting from exhaustion, wear and tear, or obsolescence) (From Schedule I)
21. Depletion of Mines, Oil and Gas Wells, Timber, etc.
22. Other Deductions Not Reported Above. (Explain below, or on separate sheet):
    - (a) Salaries and wages. (Not included in Item 2, 12, or 14 above)
    - (b)
    - (c)
    - (d)
    - (e)
    - (f)
23. Total Deductions in Items 12 to 22 $
24. Net Income (Item 11 minus Item 23) $

COMPUTATION OF TAX

25. Net Income (Item 24 above) $
26. Less Credit of $2,000 (for a domestic corporation having a net income of less than $25,250)
27. Balance (Item 25 minus Item 26) $
28. Income Tax (12½% of Item 27) $
29. If the Net Income of a Domestic Corporation is Less Than $25,250, Enter the Amount in Excess of $25,000
30. Total Tax (Item 28 plus Item 29) $
31. Less: Income Tax Paid at Source. (This credit can only be allowed to a nonresident foreign corporation) $
32. Income and Profits Taxes Paid to a Foreign Country or to a Possession of the United States by a domestic corporation
33. Balance of Tax (Item 30 minus Items 31 and 32) $

An amended return must be marked "Amended" at top of return

Checks and drafts will be accepted only if payable at par 2—13274

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SCHEDULE K—BALANCE SHEETS (See Instruction 20)

Item	Beginning of Taxable Year		End of Taxable Year	
	Amount	Total	Amount	Total
ASSETS				
1. Cash		$		$
2. Notes receivable				
3. Accounts receivable	$		$	
Less reserve for bad debts				
4. Inventories:				
Raw materials	$		$	
Work in process				
Finished goods				
Supplies				
5. Investments:				
Obligations of a State, Territory, or any political subdivision thereof, or the District of Columbia	$		$	
Securities issued under the Federal Farm Loan Act, or under such Act as amended				
Obligations of the United States or its possessions				
6. Loans (describe fully):				
Accr Bonds	$	4896 84	$	
		4896 84		
7. Deferred charges:				
Prepaid insurance	$		$	
Prepaid taxes				
8. Capital assets:				
Land				
Buildings	$		$	
Machinery and equipment				
Furniture and fixtures				
Delivery equipment				
	$		$	
Less reserves for depreciation and depletion				
9. Patents				
10. Good will A Trade		10 000		
11. Other assets (describe fully):				
	$		$	
12. TOTAL ASSETS		$ 14 896 84		$
LIABILITIES				
13. Notes payable		$		$
14. Accounts payable				
15. Accrued expenses (describe fully):				
	$		$	
16. Other liabilities (describe fully):				
	$		$	
17. Capital stock:				
Preferred stock (less stock in treasury)	$		$	
Common stock (less stock in treasury)		10 000 —		
18. Surplus	$ 4896 84		$	
19. Undivided profits		4 896 84		
20. TOTAL LIABILITIES		$ 14 896 84		$

No change

Remarks

SCHEDULE L—RECONCILIATION OF NET INCOME AND ANALYSIS OF CHANGES IN SURPLUS

1. Net income from Line 11, page 1 of the return	$				14. Unallowable deductions:	$			
2. Allowable deductions:					(a) Donations, benefits, and contributions				
(a) Taxes on businesses of a state, territory, or any political subdivision thereof, or the District of Columbia, not deducted in Schedule A, Form 1120					(b) Excess over ten per cent of the net income shown by this return of the aggregate of the amounts paid or accrued within the taxable year for the purpose of carrying on a business				
(b) Interest on securities which under the Revenue Act of 1924 or prior acts is not taxable					(c) Amount by which bad debts exceed the reserve for bad debts, if reserve is allowed under section 23 (j) of the Revenue Act of 1924				
(c) Interest on obligations of the United States or its possessions					(d) Federal income, war profits, excess profits, or inheritance taxes accrued or paid in the year				
(d) Excess of life insurance policies paid upon the death of the insured					(e) Expenditures not connected				
(e) Other items of nontaxable income (to be detailed):					(f) Expenses incurred prior to the rule of any officer or employee of the corporation in the service of the United States or any agency thereof				
(1)					(g) Interest on indebtedness incurred or continued to purchase or carry obligations or securities (or stock of a corporation organized under laws exempting its net income from taxation to the extent that the interest upon which is exempt when received)				
(2)					(h) A reserve for losses on bad debts which are not included in Line 13, page 1 of return				
(3)					(i) A reserve or reserve for contingencies, etc. (to be detailed):				
3. Charge against reserve for bad debts, if Item 13, page 1 of return, is not the equivalent to a reserve					(1)				
4. Charge against reserve for contingencies, etc. (to be detailed):					(2)				
(a)					(3)				
(b)					(j) Other nonallowable deductions (to be detailed):				
(c)					(1)				
5. Total of Lines 1 to 4, inclusive	$				(2)				
6. Total from Line 16					(3)				
7. Net profit for year as shown by books, before any adjustments are made thereon (Line 9 minus Line 6)	$				15. Total of Line 14	$			
8. Surplus and undivided profits as shown by balance sheet at close of preceding taxable year					16. Dividends paid during the taxable year (state whether paid in cash, stock of this company, or other property):				
9. Other credits to surplus (to be detailed):					(a) Date paid ..... Character	$			
(a)					(b) Date paid ..... Character				
(b)					(c) Date paid ..... Character				
(c)					(d) Date paid ..... Character				
10. Total of Lines 7 to 9, inclusive	$				16. Other debits to surplus (to be detailed):				
11. Total from Line 17					(a)				
12. Surplus and undivided profits as shown by balance sheet at close of taxable year (Line 10 minus Line 11)	$				(b)				
					(c)				
					17. Total of Lines 15 and 16	$			

QUESTIONS

KIND OF BUSINESS

1. By means of the key letters given below, identify the corporation's main income-producing activity with one of the general classes, and follow this by a special description of the business sufficient to give the information called for under each general class.

A.—Agriculture and related industries, including fishing, logging, ice harvesting, etc., and also the leasing of such property. State the product or products. **B.**—Mining and quarrying, including gas and oil wells, and also the leasing of such property. State the product or products. **C.**—Manufacturing. State the product and also the material if not implied by the name of the product. **D.**—Construction—excavations, buildings, bridges, railroads, ships, etc., also equipping and installing same with systems, devices, or machinery, without their manufacture. State nature of structures built, materials used, or kind of installations. **E1.**—Transportation—rail, water, local, etc. State the kind and special product transported, if any. **E2.**—Public utilities—gas (natural, coal, or water); electric light or power (hydro or steam generated); heating (steam or hot water); telephone; waterworks or power. **E3.**—Storage—without trading or profit from sales—(elevators, warehouses, stockyards, etc.). State product stored. **E4.**—Leasing transportation or utilities. State kind of property. **F.**—Trading in goods bought and not produced by the trading concern. State manner of trade, whether wholesale, retail, or commission, and product handled. Sales with storage with profit primarily from sales. **G.**—Service—domestic, including hotels, restaurants, etc.; amusements; other professional, personal, or technical service. State the service. **H.**—Finance, including banking, real estate, insurance. **I.**—Concerns not falling in above classes (*a*) because of combining several of them with no predominant business, or (*b*) for other reasons.

2. Concerns whose business involves activity falling in two or more of the above general classes, where the *same product* is concerned, should report business as identified with but one of the above general classes; for example, concerns in A or B which also transport and market their own product exclusively or mainly, should still be identified with classes A or B; concerns in C (manufacturing) which own or control their source of material supply in A or B and which also transport, sell, or install their own product exclusively or mainly, should be identified with manufacturing; concerns in D may control or own the source of supply of materials used exclusively or mainly in their constructive work; concerns in E1 or E2 may own or control the source of their material or power; concerns in F may transport or store their own merchandise, but its production would identify them with A, B, or C.

3. Answers:

(*a*) General class (use key letter designation) I

(*b*) Main income-producing business (give specifically the information called for under each key letter, also whether acting as principal, or as agent on commission; state if inactive or in liquidation) Inactive

AFFILIATIONS WITH OTHER CORPORATIONS

SEE INSTRUCTION 38

4. Does the corporation own 95 per cent or more of the outstanding voting capital stock of another domestic corporation or of other corporations? No

5. Is over 95 per cent or more of your outstanding voting capital stock owned by another corporation? No

6. Is 95 per cent or over of your outstanding voting capital stock as well as 95 per cent or over of the outstanding voting capital stock of another corporation or of other corporations owned or controlled by the same individual or partnership or by the same individuals, partnerships, or corporations in substantially the same proportion? No

7. If the answer to questions 4, 5, and 6, or to any of them, is "yes," answer the following:

(*a*) Did the corporation file Form 819, Affiliated Corporations Questionnaire, for 1917 or subsequent taxable years? — If the answer to this question is "yes," a questionnaire is not required, except under the circumstances described in question (*b*). If the answer to this question is "no," and the answer to questions 4, 5, and 6, or to any of them, is "yes," procure from the Collector of Internal Revenue for your district Forms 851, 852, 853, and 853A, Affiliations Schedules 1, 2, 3, and 4, which shall be filled in and filed as a part of this return. If the answer to this question is "no," question (*b*) need not be answered.

(*b*) Did substantially the same conditions as are set out in the Questionnaire or Schedule filed for 1923 or prior years, obtain during the entire calendar year 1924? — If the answer to this question is "no," a statement, setting forth the particulars in which the situation has changed, should be attached to and made a part of this return. If there have been substantial changes in stockholdings, a complete schedule of such changes should be submitted on Form 853, Affiliations Schedule 3. If there are companies other than those covered by the Questionnaire or Schedule for prior years which, applying the tests contained in questions 4, 5, or 6, may have come into the affiliated group since 1923, Forms 851, 852, 853, and 853A, are required for the entire group for the taxable year.

(*c*) Did the corporation file a consolidated return for the preceding taxable year? —

PREDECESSOR BUSINESS

8. Did the corporation file a return under the same name for the preceding taxable year? Yes If not, was the corporation in any way an outgrowth, result, continuation, or reorganization of a business or businesses in existence during this or the preceding taxable year? ..... If answer is "yes," give name and address of each predecessor business.

BASIS OF RETURN

9. Is this return made on the basis of actual receipts and disbursements? — If not, describe fully what other basis or method was used in computing net income.

LIST OF ATTACHED SCHEDULES

10. Enter below a list of all schedules accompanying this return, giving for each a brief title and the schedule number. The name and address of the taxpayer should be placed on each separate schedule accompanying the return.

AFFIDAVIT

We, the undersigned, president and treasurer of the corporation for which this return is made, being severally duly sworn, each for himself deposes and says that this return, including the accompanying schedules and statements, has been examined by him and is, to the best of his knowledge and belief, a true and complete return made in good faith, for the taxable year as stated, pursuant to the Revenue Act of 1924 and the Regulations issued under authority thereof.

Sworn to and subscribed before me this ..... day of ....., 1925

..... *President.*

SEAL

..... (Signature of officer administering oath), ... (Title)

..... *Treasurer.*

2—13274

GOVERNMENT PRINTING OFFICE

CASHIER.

NAME [illegible]

DEPARTMENT [illegible]

This is to advise you that for the year 1944 you received salary from us in the amount of $ 2,5000 00

This amount will be reported by us when figuring Income Tax Report, and same amount should be reported by you when figuring your Income Tax.

D. W. GRIFFITH INC.,

CASHIER.

[illegible]

Geoffrey Moss, English Author and Soldier, Sought Fair Play for Germans

Tells How He Was Inspired to Write "Isn't Life Wonderful," a Story About Post-War Poverty in Greater Berlin

By Mignon Rittenhouse

THE most vivid recollection I have of Geoffrey Moss is the way he came hurrying down Times Square one late afternoon with brief case in one hand and light brown cane swinging rapidly in the other. And yet, for all his haste, he did not strike one as being the typical New Yorker. Rather there was about him the air of the cosmopolitan.

True, New Yorkers hurry, but theirs is a haste born of habit, arrived at no doubt because of the fact that the things about them are continually in rapid motion. This man walked fast because he thought much. He seemed to be living inside his head; to be of the introspective nature. He would probably have walked rapidly at that particular moment down the street of the sleepiest village of the world.

His I found to be a most unusual and interesting personality. Slightly reticent at first—almost boyishly bashful—when drawn out from under that coat of reserve he reveals himself a brilliant conversationalist, with a reserve fund of humor which is as fresh and natural as it is unexpected.

There is nothing affected about him, although his speech is perhaps a shade too pure at first for our ears, accustomed as they are to American slangology.

By birth and education an Englishman, Major Moss' wanderings in many strange countries as a liver, rather than mere traveler, have given him a peculiar insight into human nature without in the least tingeing him with that sophistication which comes from seeing much of life but not much in it.

Educated at Rugby and at the Royal Military College, Major Moss joined the Grenadier Guards in 1915, in which regiment he served until April, 1919. It was in 1915, while a captain in command of the Gordon Highlanders in the Belgium trenches that his first literary effort, a textbook on tactics, written by order, was published under a nom de plume.

Fame in the literary field did not come to him actually, however, until two years ago, when he published his first novel, "Sweet Pepper," a story set in Hungary and Vienna. It was perhaps the most talked of novel of 1923 in England, and had the largest sales of any first effort in that country. For a time it was suppressed in this country as being too peppery, but its popularity only grew because of this, and efforts were made to buy the film rights by various American producers. Major Moss, however, who was then only passively interested in the film, desired to have the story dramatized first. Selwyn Brothers in the United States bought the dramatic rights, but the version produced by their scenarist did not please them. It was partly in order to bring over a new version prepared by himself that the author made this, his first trip to the United States.

Less than one year ago he published the book of short stories, "Defeat," which has since gained such favorable comment in England and in America as a really excellent piece of literature. It was from one of these stories, "Isn't Life Wonderful," that the D. W. Griffith film by that name was made.

The story of Hans and Inga and the little cartload of potatoes, set amid the stark background of Germany just after the war, is as beautiful a tribute to true love as was ever written.

"Some," commented Major Moss in speaking of this other stories in the book, "have accused me of being German. This is absurd. Of course the British and [illegible] viewpoints are very [illegible] not like each other, but we understand one another thoroughly.

"I merely saw the facts and portrayed them as they existed. I was roused up because of the French invasion of the Ruhr and the needless ideas and woes inflicted by them upon men and women in no wise responsible for the war.

"The serious economic situation also interested me immensely. Employers were often of the lowest type, totally unfitted for the powers which their position gave them. Paid by the government in gold, they in turn paid their employees in paper money, the value of which had so depreciated that they actually received no equivalent whatsoever for their services.

"The middle-class were in most deplorable circumstances. They lived mainly on potatoes and bread, and starving rations at that; for these two articles, with the fall of the mark, became almost the sole mediums of exchange. The pity of the whole situation, as it struck me, was that those who had been mere boys and girls of 14 or 15 during wartimes were now the men and women who were obliged to bear the biggest brunt of suffering and privation.

"My book," declared Major Moss, "was merely a cry for fair play.

"The setting of 'Isn't Life Wonderful' was a faithful picture of conditions in Greater Berlin. Today conditions have changed. Poverty, often deadening poverty, is there, but much of the drama, at least obvious drama, is gone.

"The story is the sincerest thing I have ever done. I tried to impart a beauty that is all around us, wherever we are. It was a beauty which I could feel always, but could see but dimly."

Asked as to whether or not he was satisfied with the manner in which the film version was handled by Mr. Griffith, he replied:

"Yes, I believe I am the first author ever to be completely satisfied with the treatment his brain-child has received at the hands of the films. The version is entirely faithful to the original. Only the comedy relief has been injected in the film."

It was during the period when Major Moss was building his yacht in Germany that the book, "Defeat," was written. He found ample time and opportunity to study the problem there, particularly in relation to the workingman.

Major Geoffrey Moss

After the yacht was completed, the book published, and Major Moss had returned once more to his manor house in England, he had no definite ideas of what he intended to do next until the cablegram from Griffith arrived, asking for the film rights of one of the stories.

"It was some time before I was aware that the Griffith desiring my work was really the well-known director, and not some obscure movie producer from the States," confessed the author.

After negotiations had been completed, Major Moss returned to Germany to study film making in earnest. Due to a loss of addresses, following the arrival of the director in Germany, the two were within a few miles of each other for weeks before they succeeded in locating each other.

When they did finally come together, Major Moss found that he was obliged to unlearn most of the things about movies which he had so carefully studied; for Mr. Griffith used methods all his own.

The months spent with the moving picture company in and out around Berlin, Major Moss considers among the most fascinating and instructive of his life. Besides the three principals brought over from this country, the actors and actresses were entirely recruited from the German and Austrian theaters. With the help of a very competent assistant director, who spoke German fluently, Mr. Griffith, whose knowledge of the language was limited to about ten choice phrases, was able to handle his mob scenes in a manner which aroused the admiration of all who watched him.

"I have never known him to raise his voice once during the taking of the scenes," stated Major Moss.

All of the outdoor scenes were taken in the suburbs of Berlin. The wardrobes used were most inexpensive. Miss Dempster's entire outfit was bought in second-hand shops of Berlin for less than ten dollars.

The phase of his experience which particularly amused Major Moss was the hero worship meted out to Mr. Griffith.

"Every morning," said the Major, "scores of actors and actresses, out of work, thronged the stairs of the hotel where he was staying. All of them were anxious, partly because of the desire for fame and partly because of the dire poverty in their own country, to be taken back to that wonderful, rich America of which they had heard so much. They trooped in, some sumptuously attired in their best silks and satins, some looking extremely poor. All literally begged upon their knees to be brought back by Mr. Griffith. When they were unsuccessful in gaining the director's attention they came to me."

"And what did you do?" he was asked.

"What could I do?" he interrogated helplessly.

For the future Major Moss has no definite plans. He will probably spend his time between America and England, where he owns two beautiful homes—one a manor house dating from the early part of the seventeenth century at Ford Place, near Arundel, Sussex County; the other in London.

Eventually, if the right offer presents itself—as right offers seem to have the habit of doing as far as the major is concerned—he will become a director. Until then he will continue to write books, scenarios and plays.

"If I do become a director," laughed Major Moss, "I shall not insist that all of my film heroes be young and handsome—all of my film heroines young and beautiful—and all of my endings happy [illegible]

D. W. Griffith, Whose Film Version of "Isn't Life Wonderful" Completely Satisfied Major Moss

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; otherwise the message will be transmitted as a telegram. FILE RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1001A

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

M April 1, 1919.

Night Letter

Mr. A. Grossman,
Epic Film Attractions,
608 S. Wabash Ave.,
Chicago, Ill.

Kindly return print Judith Bethulia immediately Urgently needed here Thanks

D. W. Griffith Service.

Chas D. W. Griffith, Inc.

file print
Sent

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at
SB333 42 NL

1919 APR 1 PM 6 19

LOSANGELES CALIF 1

C M CONWAY

ROOM 302 LONGACRE BLDG NEWYORK NY

TO RANCH MAINTENANCE FOR MARCH THREE HUNDRED DOLLARS THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED STOP UNEXPECTED HEAVY EXPENSES MAKE THIS CALL NECESSARY STOP IF CONVENIENT PLEASE WIRE AMOUNT OR IF NOT MAIL TO TEN FIFTEEN LOEWS STATE BLDG LOSANGELES CAL REGARDS

CARL STERNLOV.

C O P Y

THE ALLIED ARTISTS CORP. LTD.

66-68 Wardour Street, London, W. 1.

April 1st, 1925.

Hiram Abrams, Esq.,
The Allied Artists Corp. Ltd.,
729 Seventh Avenue, N. Y.

Dear Mr. Abrams:

REPORT - Week ending March 27, 1925.

1. Nothing exceptional occurred during the week.

2. No changes were made in the personnel.

3. Expenses for the week just ended will be included in next week's report as they are not available at the moment.

4. The total business from each of the branches xxx were as undernoted:

Birmingham	£ 733. 0. 0	
Cardiff	448.10. 0	
Glasgow	142. 0. 0	
Leeds	182.10. 0	
Liverpool	378.10. 0	
London	448.10. 0	
Manchester	749. 0. 0	
Newcastle	192.13.10	
Ireland	264.13. 0	£3,539. 6.10.

The cash collections for the week amounted to £4,486.10.4.

Yours sincerely,

MS:ER. M. Silverstone.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1474 Broadway,
New York, N. Y.,
April 1, 1936.

Mr. H. C. Bowen,
Aetna Life Insurance Co.,
Hartford, Conn.

Dear H. C.

Replying to your letter, I still think that Can is a good buy at around it's present figure (164 or 165). Of course, you must take into consideration that there is a possibility the market may have definitely turned, but personally I doubt it, and on a few stocks I believe you may see a higher price than ever before, but this is merely the opinion of a frail human being. I still think however, that Can is a good buy and still think Can will reach 200 a share, but if it doesn't for God's sake don't blame me.

Glad to see you any time you come down. With kindest regards,

Sincerely,

JCE/CC

New York City,
April 1st, 1926.

Sound View Golf Club,
Great Neck,
Long Island,
New York.

<u>Attention of Mr. Craig</u>

Dear Mr. Craig:

Enclosed please find my check for $252.50. This covers my dues for the year and also transfer charges. Mr. Kerr knows all about this and I will ask you to please refer this letter and check to him for explanation.

Sincerely yours,

JONAS & NEUBURGER

TELEPHONE BRYANT 7840

MALCOLM JONAS
PHILIP LEVISON
JEREMIAH BOHN
LOUIS S. NEUBURGER
MURRAY L. JACOBS
STANLEY B. NEWMAN

RAYMOND ROGERS
ARTHUR S. SIGNET
CORAL MINTZ
BENJAMIN FINGER
LEONARD G. WISCH

119 BROADWAY
NEW YORK

171

April 1, 1925

Re: M.T.Co. v. G & H Pictures Corporation, et al.

Albert H. T. Barnhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Sir:

This is to acknowledge receipt of yours of the 31st ult., enclosing stipulations extending the time of the defendants to answer in this action. We have signed said stipulation granting such extension to April 15th. In the meantime, we expect to have the appraisal of the properties referred to in the title searches you sent us. We trust that in the meantime, you have communicated with Mr. and Mrs. Grey, and if the proposition as discussed is acceptable to the bank, you will be in a position, without delay, through power of attorney forwarded in the meantime, to go through with it.

In the event that the appraisal of the properties is not satisfactory or that the bank feels that it would not afford sufficient security to warrant the delay of an additional month, we would not wish to extend the time of the defendants to answer, particularly in view of the fact that they really have no answer, beyond a date which would enable us to notice the case for trial for the May Term. If, notwithstanding the aforesaid, you feel that you should interpose an answer, we could so notice the case, and under the rule, obtain a preference of trial probably the first week in May.

We trust, however, that you will not make this necessary unless you feel that your clients really have any defense.

Very truly yours,

JONAS & NEUBURGER

MLJ

MLJ:B
Encl.

179

SUPREME COURT: NEW YORK COUNTY.

- -X

MANUFACTURERS TRUST COMPANY

Plaintiff,

-against-

G. & H. PICTURES CORPORATION,
et al.

Defendants.

- -X

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the respective parties hereto that the defendants' time to answer in the above-entitled action be and the same is hereby extended to and including the ~~21st~~ 15th day of April, 1925.

jm

Dated: N.Y., APRIL 1, 1925.

Jonas Weinberger
Attorneys for Plaintiff.

Albert H. J. Barghof
Attorney for Defendants.

CLASS OF SERVICE DESIRED

TELEGRAM

DAY LETTER

NIGHT MESSAGE

NIGHT LETTER

Patrons should mark an X opposite the class of service desired; otherwise the message will be transmitted as a FULL RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1201A

NO. CASH OR CHG.

CHECK

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

April 4, 1930.

Night Letter

Mr. Carl Sternlov
1116 Loews State Bldg.,
Los Angeles, Calif.

Before sending check please give Mr Griffith accounting for money collected from proceeds sale property Reply to Room ~~xx~~ eleven hundred seven Longacre Building Regards

C. M. Conway

Chas D. W. Griffith, Inc.

The Allied Artists Corporation Ltd.
86-88 Wardour Street
London, W.1.

IN YOUR REPLY PLEASE QUOTE

THE LONDON PAVILION
PICCADILLY CIRCUS
LONDON, W.1.
ENGLAND.

Miss Conway,
1107, Longacre Building,
1476, Broadway, N.Y.C.

2nd April 1925

Dear Miss Conway,

After sending cables re HEARTS OF THE WORLD stills, the first set you sent showed up at the Allied Artists, so that we will be well stilled however, of course, we can always use them. We also cabled you to send electro HEARTS Cuts and received your acknowledgment of same.

"ISN'T LIFE WONDERFUL"

We opened Monday evening, 29th, to splendid representative audience, as per my cable, which included the Prince George, the German Ambassador, and other prominent persons. The audience seemed to enjoy the picture immensely, were kind with their applause at the intermission, and also at the end. They seemed to have had a really enjoyable evening, but the Press, for some reason or other, simply just did not like it. We got two splendid notices, one in the "Daily Telegraph" and one in the "Westminster Gazette", some of the other papers seemed to be as kind to us as they could, but the "Times" and "Evening Standard" were very severe. The "Times" criticised the characterisation of the characters, said they were unreal and over-acted. We played to £24. opening night, £17. Tuesday matinee, £35. Tuesday evening, £21. Wednesday matinee and £34. Wednesday evening, which is very bad business.

Each audience seemed to enjoy the comedy very very much, but enough of them don't come in. We are keeping the house well filled, getting Exhibitors from London and suburbs in, and, where we can, from the provinces. Allied Artists are having their Branch Managers assemble here Saturday. There is no doubt in the world that this engagement will be, eventually, a profitable undertaking; as they say, without a west-end presentation, the picture would not have booked anything to speak of.

I am very fearful that this engagement will cost between twentyfive and thirty thousand dollars, unless receipts pick up. Mrs. G. and

The Allied Artists Corporation, Ltd.
86-88, Wardour Street,
London, W.1.

IN YOUR REPLY PLEASE QUOTE

2nd April 1925.

self are leaving here Saturday for Berlin and will stop at the Bristol. I imagine we will be there about a week or ten days, it depends entirely how quickly Germans work.

I received a letter from Hanshof this morning, asking for power of Attorney from Mrs. G. and self, which I am having drawn up, and hope to get away on Saturday's boat. I am having this power of attorney made out to Mr. Griffith.

The D.W.G.Inc. will certainly have to make this account good, as Mrs. G. and I were on the note, but there was no arrangement whereby in case the enterprise was successful or a moneymaking one, we were to participate in the profits, so I certainly am not in the frame of mind to participate in the losses.

G.+H. was originally formed to recoup the losses of D.W.G. Inc. caused by the Jolson catastrophe, so thats that.

I am having people look at HOME SWEET HOME today, and have several interested in **HEARTS** but nothing has been closed as yet.

This is about all the sad news I have to relate, and I trust this finds you and all in the very best of health. Please give my best regards to Mr. G. and also show him this letter

Sincerely yours,

Albert L. Grey

April 8, 1926

Mr. Harry D. Hawburg
324 Pear Street
La Crosse, Wisconsin

Dear Sir:

I have your favor of this date and beg to advise that after the sale and payment of all mortgages and other expenses relative to the sale I believe there will be a net set aside for the Class "A" stockholders which would amount to approximately from $3.50 to $4.00 a share. Of course, in the mean time the other obligations of the company will be rapidly liquidated and the residual value of the pictures will remain approximately the amount we estimated in our circular letter to you, viz., $1,130,000.

Relative to the mortgages on the property, beg to advise that these mortgages were purchase money mortgages and were on the property at the time the corporation purchased the same, and the amendment asked for is not that affecting the real property, but only that affecting the personal property in order that the company might make temporary bankable loans and give assignments of its personal property as ~~assignments~~ collateral therefor.

Very truly yours,

AB:SC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York City,
April 2, 1928.

Mr. Benjamin I. Taylor,
68 South Main Street,
Port Chester,
New York.

Dear Mr. Taylor:

RE: Ernest Feldt
vs.
D. W. Griffith, Inc.

I have your letter of March 31st wherein you call our attention to a claim of Mr. Ernest Feldt in the amount of $55. The following are the facts in this case:

Mr. Feldt was engaged to collect the garbage and ashes from our restaurant on the Studio grounds at Orienta Point, at the rate of $20 per month. During the month of September, our restaurant operated in full force, but closed in the early part of October thereby elliminating the necessity of having the garbage taken away inasmuch as there was none. Mr. Feldt continued to come and gather up anything he thought didn't belong there regardless of the fact that he had no instructions to do same. This continued on until our plant at Mamaroneck practically was abandoned. He was told at the time but inasmuch as the refuse and miscellaneous articles which he carried away were used or disposed of by him to his personal advantage, he still continued to come around.

We have received the bill in the amount of $55 rendered by him in the very beginning. With no intention of paying same, we did however, offer to

pay his $30 which in our opinion, more than covers the services rendered. We are still prepared to pay his $30, but after careful consideration of the above facts, we are not be expected to pay the full amount of the bill.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:EG

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AFFIDAVIT OF SERVICE OF NOTICE OF MEETING

* * * * * * * * * * *

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ALBERT H.T. BANZHAF, being duly sworn, deposes and says, that he is the Secretary of D.W.GRIFFITH, INCORPORATED, a stock corporation organized under the laws of the State of Maryland; that on the 27th day of March, 1925, he served a notice in writing of the annual meeting of stockholders of said Corporation by mailing to each stockholder of record of copy of said notice, inclosed in a sealed envelope, postage prepaid, directed to each stockholder of record at his post-office address as the same appears on the books of the corporation; that a copy of said notice is hereto annexed marked "Schedule "A"

Albert H. T. Banzhaf

. . . . . .

Sworn to before me this)
2nd day of April, 1925)

Robert C. Richter (signed)
Notary Public

FIFTH AVENUE OFFICE

MAIN OFFICE
120 BROADWAY

LONDON OFFICE
5 THROGMORTON STREET, E.C.
GERALD BRYANS WILES
Resident Manager

CABLE ADDRESS
EMPIRE NEW YORK

Empire Trust Company

580 FIFTH AVENUE
(ONE BLOCK 47th STREET)

New York April 2nd, 1925

Mr. Hiek John Ludvigh,
% Famous Players Lasky Corp.
485 Fifth Avenue,
New York City.

Dear Mr. Ludvigh:-

According to our records no interest has been received by us on the loan to D. W. Griffith, Incorporated, since January 15th, 1925.

The amount accrued and unpaid to March 31st, 1925, is $3537.31.

Yours very truly,

Assistant Vice-President

ECW.MH

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. MANSHAP, SECRETARY
J. S. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1199

Immediate

1474 Broadway,
New York, N. Y.,
April 2, 1940.

Miss Lois Moran,
c/o Dowling,
4154 Bigelow Blvd.,
Pittsburgh, Pa.

Dear Madam:

With further reference to the photographs which you submitted to Mr. Griffith, on your next trip to New York if you will call at this office and see the writer I will endeavor to arrange an appointment for you to see Mr. Griffith. In the meantime I will hold your photographs here unless you desire us to return them to you.

Very truly yours,

for Mr. Griffith.

cc

Friday
Return
Pittsburgh

5:30 Friday

1476 Broadway,
New York, N. Y.,
April 2, 1926.

Mr. Sheldon Lewis,
Hotel Hollywood,
Hollywood, Calif.

Dear Sir:

Replying to your recent letter to Mr. Griffith, Mr. Griffith wishes me to advise you that the casting for his future productions to be made at the Famous Players Studio in Long Island City will be handled by their casting department, and Mr. Griffith suggest that you communicate with them direct regarding the matter in question.

Very truly yours,

for Mr. Griffith.

CC

1476 Broadway,
New York, N. Y.,
April 5, 1926.

Mr. H. S. Jones,
5322 Virginia Avenue,
Kansas City, Mo.

Dear Sir:

With further reference to your recent letter regarding your manuscript "Empress Josephine" which was returned to you under date of February 20th, we wish to apologize for the apparent neglect in not replying to your communications. However, this was caused by the fact that Mr. Griffith's secretary was called to the Coast unexpectedly and in his absence the attention usually given to manuscripts, etc. by him was somewhat neglected. The delay was also due to the fact that our studiomin Mamaroneck, N. Y. was sold and confusion resulting from the moving of Mr. Griffith's activities from Mamaroneck to the Famous Players Studio in Long Island City made it impossible for us to take care of these matters systematically.

We regret exceedingly any inconvenience caused you and trust you will overlook same in view of the above circumstances.

Very truly yours,

D. W. Griffith, Inc.

CC

1476 Broadway,
New York, N. Y.,
April 2, 1916.

Mr. Hooks Hall,
New Iberia, La.

Dear Sir:

Replying to your letter of March 22nd to Mr. Griffith, Mr. Griffith wishes me to express his regrets that he missed the pleasure of seeing you on your recent trip to New York. The writer tried to reach you twice through Mr. Sherwood Anderson at his club, as Mr. Griffith was most anxious to have you lunch with him, but each time Mr. Anderson was not at the club and they could not locate you for us.

Mr. Griffith asks that you do not fail to get in touch with him the next time you are in New York.

Very truly yours,

for Mr. Griffith.

CC

1474 Broadway,
New York, N. Y.
April 8, 1936.

J. Leslie Kincaid, Chairman,
Ways and Means Committee,
National Council of Women of U. S.,
342 Madison Avenue,
New York, N. Y.

Dear Sir:

Replying to your letter of March 27th to Mr. Griffith, Mr. Griffith wishes me to express his regret that at the present time he is unable to make a contribution to your very worthy cause.

Very truly yours,

for Mr. Griffith.

CC

JAMES PIPER
FRANCIS J. CAREY
J. BANNISTER HALL, JR.
JOHN S. SHORT
G. LIST WARNER
EVAN O. LLEWELLYN
GEORGE S. NEWCOMER
JOHN H. JACKSON
S. HARRY FROST

LAW OFFICES
PIPER, CAREY & HALL
CALVERT BUILDING
BALTIMORE

CABLE ADDRESS
"THEMIS"

April 3, 1925.

Mr. Albert H. T. Bunshaf,
130 West 42nd Street,
New York, N. Y.

Dear Sir: D. W. Griffith, Incorporated

We are enclosing herewith List No. 3 of the proxies of D. W. Griffith, Incorporated, supplementing the lists sent you yesterday.

As you will be here on Monday, we will arrange the proxies in alphabetical order, but will not bother to send the lists to you.

Very truly yours,

Piper, Carey & Hall

Encl.

ERRATA

LIST NO. 3

D. W. GRIFFITH, INCORPORATED

APRIL 3, 1925.

Aiken, Helen S.
Alexander, Laura B.
Alexander, Lilla M.
Bakalian, Azaria S.
Bames, Albert C.
Barr, M. Rogers
Berger, Alvin G.
Bernanee, Raymond
Bessé, Eva E.
Beyer, J. H.
Binna, Albert M.
Binna, Leander J.
Blake, Franklin N.
Bragg, Helen M.
Bragg, Isabel L.
Brunk, Ettie Van
Budd, Emma B.
Buenger, W.
Burke, Albert C.
Carr, A. Hack
Carroll, E. D.
Chapman, Donald H.
Ciehowski, Rev. S. M.
Clifton, Norma W.
Craig, William A.
Crofton, Edna C.
Curtin, Alfred N.
Curtis, Edgar F.
Cushing, Melysa
d'Isay, Alida L.
DeGroodt, Katie S.
Dailey, John T.
Daley, Robert A.
Dall, John F. and
Dall, Florence
Daugherty, W. A.
Davis, Charles H.
Davis, Mary R.
Downey, Helen M.
Duncan, Sara B.
Edwards, Nellie L.
Ellwein, Emilie
Erikson, August
Erikson, August
Evans, Meredith

Berns, Grace and
Faulkner, John
Frye, Sophia
Frye, W. B.
Garrett, W. P.
Giber, Jacob
Gluck, Clarence
Gomph, Anna M.
Goniause, John
Graham, W. N.
Griffith, J. F.
Grobe, Harry
Hauson, Walter N.
Hill, John
Hillier, William H.
Hoffman, John P.
Hoffman, John P.
Hoffman, Margaret
Holcomb, Redyard
Hollis, Clarence D.
Ibbotson, Raymond
Ibbotson, Helen
Jones, M. Maryllis
Kaata, Max
Kauffmann, John B.
Kleinsmith, Margaret and Richard
Klapper, Irving H.
Kurtewacker, Carl
Kyner, George A.
Lee,, George W.
Levy, Meyer M.
Levit, Isadore
Litson, A. R.
Long, Charles A. E.
Longworthy, Neva L.
Longworthy, Maria A.
Lubman, R.
Luntz, Jr. John
McCrillis, Bertha L.
McLauplin, Liberty U.
McMahon, Howard M.
McMahon, Sarah
McCartney, Maurice L.
McCartney, Maurice

Marx, Benj.
Mason, Minnie
Matthews, A. H.
Melvin, Stephen F.
Metzger, Conrad C.
Mezier, Frederick W.
Miller, L. C.
Millinghausen, Harry A.
Miller, Alfred A.
Moore, Lizzie B.
Moore, Mrs. L. B.
Nemon, Velia Duker
Nemon, Ada
Neumeriler, George J.
Nieman, C. W. F.
Merrill, Hayden
Norris, Grace M.
Ollson, A. G.
Opperman, M. Sophie
O'Reilly, Mary
O'Reilly, Mary C. V.
O'Reilly, Mrs. Mary
Owen, Tillie A.
Pascal, Joseph I.
Proctor, C.
Pfeiffer, Kent A.
Piccolo, Joseph L.
Pettinger-Noel, Mrs. Mary E.
Redding, May E.
Rheim, J. L.
Richert, Leo
Robinson, Cora C.
Robinson, M. Mae
Roguet, E. H.
Rossarbach, Rosa B.
Rothgery, Emma E.
Roulston, Sandy
Sawyer, E. M.
Schlihlin, K. J.
Schlihlin, Mrs. Katherine J.
Schueler, Geo. A.
Schultz (Thaner) Muriel
Smith, Flora van N.
Smith, Fred E.
Smith, Elizabeth M.
Smith, Mira H.
Smith, Richard
Snow, Mrs. Mary E.
Strale, Jessie B.
Stevens, Emily C.
Sutliff, Calvin Y.
Tessmer, Gilbert W.
Thomspon, V. M.
von Tobel, Rose M.
Wettengel, Earl
Whistler, Frank
Yelle, Wilfrid Z.

Claman, Jesse L.
Creghan, John L. J.
Elzner, Jennie S.
Gleason, Agnes E.
Hatch, Edward A.
Hilbert, Fred E.
Jennings, Albert H.
Lighter, William
Mullany, Nora
Palmer, Gussie A.
Semple, W. T.
Schrader, Henrietta E.

If on close
1st f. 30 a. per da
guarantee 4 days
per week
If not $3.00.
per time of
production

See a 3 — $2.10
per da or
26.00 per week
further after of
period of 3 more
4.50, per da
or 3.00, on
1st and $3.50,
See 4 3
pelum 10% of profits

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Dear Sir:

On the 3rd day of April 1926
we showed your property on Orienta Point
Mamaroneck, N. Y. to Mr. A. Smith
Mr. Grossman

The property referred to is the thirty acres on Orienta Avenue belonging to Mr. D. W. Griffith.

Very truly yours,

STEVENS & CHRYSTIE

New York City,
April 4, 192[illegible].

Public Service Clipping Bureau,
230 West 19th Street,
New York.

Gentlemen:

This is to advise you to discontinue immediately clipping service which you have been giving us.

Inasmuch as the production has been curtailed and advertising handled from another office, we deem this clipping unnecessary.

Thank you for your attention in this.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

New York City,
April 4, 1926.

Neil Hamilton,
Feldman Court,
Pelham,
New York.

Dear Mr. Hamilton:

Enclosed herewith, you will find payroll check in full for week ending April 4th.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.

At the Annual Meeting of Stockholders
of D.W.GRIFFITH, INCORPORATED,
held at Room 607, Calvert Building,
101 East Fayette Street, Baltimore,
Maryland, on the 6th day of April
1925, at 12 o'clock noon.

Mr. Griffith, President of the Corporation, acted as Chairman of the meeting and called the same to order.

Mr. Griffith appointed and designated Mr. Albert H.T. Banzhaf, Secretary of the Corporation, to act as Secretary of the meeting.

Mr. Banzhaf being present, accepted such office.

Mr. Banzhaf then presented notice of call of the regular annual meeting of the stockholders and reported that the same had been mailed to all the stockholders of record of the Corporation to their last-known address, as appears on the stock ledgers of the Company, and presented a certified list of the Class "A" stockholders of the Corporation and reported that there were outstanding 121,693 shares of Class "A" stock entitled to vote, and that 60,846½ plus one (1) share, or 60,847 shares constituted a majority of Class "A" shares.

Mr. Banzhaf also presented an affidavit of mailing of the notice of call of the meeting at least ten days before the date of said meeting, together with copy of the notice thereof attached.

Mr. Banzhaf then stated that _____ shares of the Class "A" stockholders were present by proxy, which constituted a

majority of the Class "A" shares issued and outstanding. He stated that the roll would be called to ascertain how many Class "A" stockholders were present in person, and he also stated that the proxies on file with him had been examined and found to be correct.

Mr. Banzhaf further stated that there were 375,000 shares of Class "B" stock, the entire number authorized and outstanding present in the person of Mr. Griffith, owner of said shares.

Mr. Banzhaf stated that the first order of business would be the election of six directors of the Corporation to hold office until their successors be duly chosen and qualified.

Mr. Banzhaf then received nomination of the following names as directors of D.W.GRIFFITH, INCORPORATED to act until the next annual meeting or until their successors be duly chosen and qualified; viz:

D.W.GRIFFITH
ALBERT L. GREY
J.C.EPPING
LEE BENOIST
-b- - - - -
ALBERT H.T.BANZHAF

- - - - - -
-- - - - - -

The chairman then declared the nominations closed and called for a vote by ballot, and stated that both the classes of stock were entitled to as many votes as they held number of shares, whereupon ballots were distributed by the Secretary, Albert H.T. Banzhaf, to all those present and entitled to vote.

After canvass of the ballots, Mr. Banshaf reported that there were 375,000 shares of Class "B", _____ shares of Class "A" by proxy, and _____ shares of Class "A" in person voted for D.W.GRIFFITH, ALBERT L.GREY, J.C.EPPING, - - - - ALBERT H.T.BANSHAF, - - - - - -and - - - - -, who he then declared had been duly elected directors of D.W.GRIFFITH, INCORPORATED until the next annual election or until their successors be duly chosen and qualified:

The Chairman then stated that the aforenamed persons were duly elected as directors of the Corporation to hold office until the next annual meeting or until their successors be duly chosen and qualified.

The Chairman then stated that the meeting was adjourned next order of business was the vote of Class "A" stockholders on proposition #2 as set forth in the notice of call of the meeting, viz:

April 13 Same time and place

Read and approve minutes necessary

"2. To take the vote of and/or receive at said meeting, and/or after any adjournment thereof, to receive from time to time the consent or consents of the holders of a majority of the Class "A stock authorizing and confirming the sale of the studio property of the corporation at Mamaroneck, New York, according to a certain contract, dated January 2, 1925, between the company and E.W.Hammons of New Rochelle, New York; and authorizing the sale of said property, or any or all of it, or of any or all of the remaining real property and improvements thereon, if any, from time to time thereafter as the directors in their judgment at any

time may determine to be for the best interests of the company."

and further stated that only Class "A" share-holders were entitled to vote and that it required a majority, or 60,647 shares of the Class "A" share-holders issued and outstanding to pass said proposition and that all those in favor of the proposition should vote "aye" and all those not in favor "No."

Whereupon ballots were distributed by the Secretary to the Class "A" stockholders present in person or by proxy and entitled to one vote for each share of stock standing in his or her name on the books of the Corporation. The Chairman then directed that the Secretary canvass said votes and report the result thereof to the chair.

Whereupon after the ballots were submitted to all Class "A" stockholders present either in person or by proxy and after due canvass thereof by the Secretary, Mr. Banzhaf, reported that _____ number of votes had voted in favor of the proposition and _____ number of votes opposed.

The secretary further stated that since _____ shares of the Class "A" stock issued and outstanding voted in favor of the proposition and that said number constituted a majority of Class "A" shares issued and outstanding that the proposition, viz;

> "2 To take the vote of and/or receive at said meeting, and/or after any adjournment thereof, to receive from time to time the consent or consents of the holders of a majority of the Class "A" stock authorizing and confirming the sale of the studio property of the corporation at Mamaroneck, New York, according to a certain contract, dated January 2, 1925, between the company and E.W.Hammons of New Rochelle, New York; and authorizing the sale of said property, or any or all of it, or of any

or all of the remaining real property and improvements thereon, if any, from time to time thereafter as the directors in their judgment at any time may determine to be for the best interests of the company."

had duly been passed in accordance with the Charter and By-Laws of the Corporation. Whereupon the Chairman then declared said proposition was duly passed in accordance with the Charter and By - Laws and that the directors of the corporation should take every action deemed necessary to carry out the said proposition in accordance with the affirmative vote of the Class "A" stockholders.

Whereupon, upon motion duly made, seconded and carried it was

RESOLVED, that the Board of Directors and/or officers of this Corporation be and they hereby are authorized, empowered and directed to offer for sale, negotiate, contract to sell, sell and transfer title on such terms and for such price as shall be deemed best for the interests of the Corporation in the discretion of said Board of Directors any and all real property and improvements thereon, if any, from time to time.

The Chairman then stated that the next order of business was the vote of Class "A" stockholders on proposition #3 as set forth in the notice of call of the meeting, viz:

"3. To take action upon a resolution of the Board of Directors declaring it advisable that Sub-divisions (1) and (3) of Section VI of Article E of the Certificate of Incorporation be amended so as to read as follows:

(1) Dispose (by sale, consolidation, merger, lease, or otherwise) of the property and business of the Corporation substantially in their entirety; provided, however, that the sale and/or pledge of films in usual practice of the business shall not be deemed to be limited hereby;

(2) Create or assume any mortgage securing the issue of bonds other than purchase money mortgages;"

and further stated that only Class "A" share-holders were entitled to vote and that it required a majority, or 60,647 shares of the Class "A" share-holders issued and outstanding to ~~app~~ pass said proposition and that all those in favor of the proposition should vote "aye" and all those not in favor "no."

Whereupon ballots were distributed by the Secretary to the Class "A" stockholders present in person or by proxy and entitled to one vote for each share of stock standing in his or her name on the books of the Corporation. The Chairman then directed that the Secretary canvass said votes and report the result thereof to the Chair.

Whereupon after the ballots were submitted to all Class "A" shareholders present either in person or by proxy and after due canvass thereof by the Secretary, Mr. Banzhaf, reported that _____ number of votes had voted in favor of the proposition and _____ number of votes opposed.

The secretary further stated that since _____ shares of the Class "A" stock issued and outstanding voted in favor of the proposition and that said number constituted a majority of Class "A" shares issued and outstanding that the proposition viz:

"3. To take action upon a resolution of the Board of Directors declaring it advisable

that Sub-divisions (1) and (3) of SectionVI of Article E of the certificate of Incorporation be amended so as to read as follows:

(1) Dispose (by sale, consolidation, merger, lease or otherwise) of the property and business of the corporation substantially in their entirety; provided, however, that the sale and/or pledge of films in usual practice of the business shall not be deemed to be limited hereby;

(3) Create or assume any mortgage securing the issue of bonds other than purchase money mortgages;"

had been duly passed in accordance with the Charter and By-Laws of the Corporation. Whereupon the Chairman then declared said proposition was duly passed in accordance with the Charter and By-Laws and that the directors of this corporation should take all steps deemed necessary to carry out said proposition in accordance with the affirmative vote of the Class "A" stockholders.

Whereupon, upon motion duly made, seconded and carried the following resolution was unanimously adopted:

RESOLVED, that the Board of Directors and the proper officers of this Corporation be and they hereby are authorized, empowered and directed to take any and all proper steps necessary and expedient to amend the Certificate of Incorporation by changing Sub-divisions (1) and (3) of Section VI of Article E to read as follows:

(1) Dispose (by sale, consolidation, merger, lease, or otherwise) of the property and business of the corporation substantially in their entirety; provided, however, that the sale and/or pledge of films in usual practice of the business shall not be deemed to be limited hereby;

(3) Create or assume any mortgage securing the issue of bonds other than purchase money mortgages;"

I, ALBERT H. T. BANZHAF, Secretary of D. W. GRIFFITH INCORPORATED, do hereby certify that the following is a full, true and correct extract taken from certain minutes of the Regular Annual Meeting of the stockholders of D. W. GRIFFITH, INCORPORATED, held at Room 607, Calvert Building, 101 East Fayette Street, Baltimore, Maryland, on the 6th day of April, 1925, at 12 o'clock noon, and at the duly adjourned meetings thereof.

"Mr. Banzhaf then presented notice of call of the regular annual meeting of the stockholders and reported that the same had been mailed to all the stockholders of record of the Corporation to their last known address, as appears on the stock ledgers of the Company, and presented a certified list of the Class "A" stockholders of the Corporation and reported that there were outstanding 121,693 shares of Class "A" stock entitled to vote, and that 60,846½ plus one (1) share, or 60,847 shares constituted a majority of Class "A" Shares.

"Mr. Banzhaf also presented an affidavit of mailing of the notice of call of the meeting at least ten days before the date of said meeting, together with copy of the notice thereof attached.

****

"D. List Warner, holding proxy of D.W.Griffith for 375,000 shares of Class "B" stock.

"Albert H. T. Banzhaf, voting-trustee, representing proxies for 67,453 shares of Class "A" stock.

****

"The Chairman declared that this meeting was held pursuant to an adjournment taken at the adjourned meeting of stockholders of D. W. Griffith, Incorporated, held on the 13th day of April, 1925, at 12 o'clock noon, which meeting was held pursuant to an adjournment taken on the 6th day of April, 1925, at 12 o'clock noon and that the meeting was duly organized and ready to proceed to the transaction of such business as may have come regularly before the meeting of stockholders on the 6th day of April, 1925, or on the adjourned meeting of April 13th, 1925.

"The Chairman then directed the Secretary to call the roll.

"The Secretary then reported, after examination of the proxies, that there were present by proxy 370,000 shares of Class "B" stock, in the person of D. List Warner, and present by proxies 67,453 shares of Class "A" stock in the name of Albert H. F. Banchaf as voting-trustee.

"The Chairman then declared that since there was a majority of Class "A", viz. 67,453 shares, and the entire issue of 370,000 shares of Class "B" present, that the meeting would be duly convened to transact such business as may have regularly come before the Stockholders Meeting on April 6th, 1925, pursuant to the Notice calling said stockholders meeting.

* * * * * *

"The Chairman then stated that the first order of business was the vote of Class "A" stockholders on Proposition 2 as set forth in the Notice of Call of the Annual Meeting, dated the 21st day of March, 1925, relative to the sale of the real property of the Griffith Corporation, which said propisition is as follows:

> ' 2. To take the vote of and/or receive at said meeting, and/or after any adjournment thereof, to receive from time to time the consent or consents of the holdersof a majority of the Class "A" stock authorizing and confirming the sale of the studio property of the Corporation at Mamaroneck, New York, according to a certain contract, dated January 2, 1925, between the Company and E. W. HAMMONS, of New Rochelle, New York; and authorizing the sale of said property or any or all of it, or of any or all of the remaining real property and improvements thereon, if any, from time to time thereafter as the Directors in their judgment at any time may determine to be for the best interest of the Company. '

and further stated that only Class "A" shareholders were entitled to vote and that it required a majority, or 60,847 shares, of the Class "A" shares issued and outstanding to pass said proposition and that all those in favor of the proposition should vote by ballot in the affirmative and all those opposed to the proposition to vote by ballot in the negative.

"He also directed the Secretary to distribute ballots to those present in person or by proxy and entitled to vote, on vote for each share of stock standing in his or her name on the books of the Corporation.

"After said ballots had been presented, the Chairman directed the Secretary to canvass said votes and report the result thereof to the Chair.

"Thereupon, after presentation of the ballots to the Class "A" shareholders present in person or by proxy and after the canvass thereof by the Secretary, Mr. Banzhaf, he reported that one ballot was cast voting 67,453 shares in the affirmative for Proposition #2 as set forth in the Notice of Call of the Annual Meeting under date of March 21st, 1925, and that there were no ballots cast in the negative or any opposition thereto.

"The Chairman then stated that since 67,453 shares of the Class "A" stock issued and outstanding had voted for Proposition #2 as set forth in the Notice of Call of the Meeting of Stockholders under date of March 21, 1925 had voted in favor of Proposition #2, and that said number constituted a majority of the Class "A" shares voted in favor of the said proposition, which is as follows:

> ' 2. To take the vote of and/or receive at said meeting, and/or after any adjournment thereof to receive from time to time the consent or consents of the holders of a majority of the Class "A" stock authorizing and confirming the sale of the studio property of the Corporation at Mamaroneck, New York, according to a certain contract, dated January 2, 1925, between the Company and E. W. HAMMONS, of New Rochelle, New York; and authorizing and sale of said property, or any or all of it, or of any or all of the remaining real property and improvements thereon, if any, from time to time thereafter as the Directors in their judgment at any time may determine to be for the best interests of the Company.'

which proposition had been duly passed in accordance with the Charter and By-Laws of the Corporation, and that the Directors of the Corporation should take every action deemed necessary to carry out said Proposition #2, in accordance with the affirmative majority vote of the Class "A" stockholders.

"Whereupon, upon motion duly made, seconded and carried it was

"RESOLVED, that the Board of Directors and/or officers of this Corporation be and they hereby are authorized, empowered and directed from time to time to offer for sale, negotiate, contract to sell, as well as transfer title to any and all real property of the Corporation on such terms and for such price as they shall deem to be for the best interests of the Corporation in their discretion and particularly to carry out the terms of the contract under date of January 2nd, 1925, for the sale of the Studio Property made with J. J. RAMONS or with his heirs, administrators and assigns."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 1st day of February, 1926.

Albert A. Bouzkey

Special Meeting of the Board of Directors
of D.W.GRIFFITH, INCORPORATED, held
at Room 607 Calvert Building, #101 East
Fayette Street, Baltimore, Md., on this
6th day of April, 1926, at 1 o'clock P.M.

PRESENT: DAVID W. GRIFFITH
J.C. EPPING
LEE BENOIST
GERRET J. LLOYD
ALBERT H.T.BANZHAF,

constituting a majority of the Board of Directors.

Mr. Griffith acted as Chairman and Mr. Banzhaf acted as Secretary of the Meeting.

Mr. Griffith then stated that since this meeting was convened immediately after and pursuant to the Annual Meeting of Stockholders held this date at 12 o'clock noon at this office whereby the following persons were elected directors of D.W.Griffith Incorporated for the ensuing year or until their successors be duly chosen and qualified ~~was~~; DAVID W. GRIFFITH, J.C.EPPING, LEE BENOIST, GERRET J. LLOYD, ALBERT L. GREY and ALBERT H.T.BANZHAF; and this meeting was convened immediately after said meeting and calls of the Directors present were presented at said Stockholders' Meeting, that this meeting was called for the purpose of electing officers of the Corporation for the ensuing year or until his ~~their~~ successor be duly chosen and qualified.

Whereupon, upon motion duly made, seconded and carried, Mr. D.W.Griffith was duly elected President of D.W.GRIFFITH, INCORPORATED for the ensuing year or until their successors be duly chosen and qualified.

Mr. Griffith being present duly accepted said office and immediately entered upon the duties thereof.

Upon motion duly made, seconded and carried, Mr. Albert L. Grey was duly elected Vice-President of the Corporation for the ensuing year or until his successor be duly chosen and qualified.

Upon motion duly made, seconded and carried, Mr. J.C.Epping was duly elected Treasurer of the Corporation for the ensuing year or until his successor be duly chosen and qualified.

Mr. Epping being present duly accepted such office and entered upon the duties thereof.

Upon motion duly made, seconded and carried Mr. Albert H.T.Banshaf was duly elected Secretary of the Corporation for the ensuing year or until his successor be duly chosen and qualified.

Mr. Banshaf being present accepted such office and entered upon the duties thereof.

The Chairman then stated that the election of an Executive Committee was in order.

Whereupon, upon motion duly made, seconded and carried, the following resolutions were unanimously adopted:

RESOLVED, that D.W.Griffith, Albert H.T. Banshaf and J.C. Epping be and they hereby are elected members of the Executive Committee and they shall serve during the pleasure of the Board.

BE IT FURTHER RESOLVED, that the Board of Directors hereby delegate to said Committee any and all powers of the Board of Directors in the management of the business and affairs of the Corporation including the power to authorize the seal of the Corporation to be affixed to all papers which may require it as provided by the By-Laws of the Corporation.

BE IT FURTHER RESOLVED, that said Executive Committee shall organize and hold its regular and special meetings and shall keep a record of its acts and proceedings and report the same from time to time to the Board of Directors as provided for by the By-Laws of the Corporation.

Albert H.T. Banshaf

Names	No. of Shares
Frank H. Chase	800
G. F. Ingersoll	651
G. H. Ingersoll	650
J. J. Kenny	1000
E. J. Leamyer	1200
John J. Miller	600
W. C. Chisendorf	675
Mrs. H. J. Parker	530
W. C. Frange	455
Charles J. Rittenhouse	565
Charles Shepard	1200
Mrs. Edna C. Smith	20
G. F. Timme	25
	8062

Rec —

[illegible] 1/4 year [illegible] paid [illegible] in Baltimore

Florence Decker	100
John J. Dittgen	25
Anna Williams Dreer	150
Mary A. Forrest	47
Otto H. Gaedke	13
Claude I Grimm	50
Anna Hackett	50
Olive D. Heron	25
John S Hinsman	10
John F. Hobbs	450
Sidney G. Johnson	20
Mary D. Leighton	35
Max D. Lubin	10
A. H. Matthews	20
Frank McConnell	15
Effie A. Nutting	24
Ed Palmer	20
Eunice M. Raddin	25
Esperance Reiss	10
George Rockman	5
Grace Roseboom	32
F. P. Rothenbecker	15
Edna D. Smith	10
A. S. Witwer	37
	1231

George ? Tanner 50
Louis A Cohen 50

151

21 | 1500
40500
81000

~~613~~ 21 | 1500
607

82340
1231
446
348
50365
10766
61131
100
61231

LARRIN, RATHBONE & PERRY

CABLE ADDRESS LARTERLY NEW YORK

ALBERT RATHBONE
ADRIAN H. LARRIN
JOHN B. PERRY
ARTHUR H. VAN BRUNT
HENRY V. POOR
ALBERT ATTERBURY
HERBERT BOSWORTH
NICHOLAS KELLEY
DONALD S. MUNSEMAN
STEWART M. BETHOUR
F. J. H. MORTON
JAMES L. BOONE, JR.

Central Union Trust Company Building

10 Broadway, New York

April 6, 1922.

J. G. Epping, Esq.,
D. W. Griffith Incorporated,
Mamaroneck, New York.

Dear Mr. Epping:

I have this day received your letter dated March 31st, enclosing a check to our order for $575. On this check you have written "a/c in full".

I return this check to you with the request that you erase this part of the notation. The bill submitted was agreed upon between Mr. Banzhaf and me as $3,000. You have paid $1500. leaving a balance of $1500.

I am not concerned with any money which may be held for the account of Mr. Powers at this office. Your Company deposited this with me under an agreement that in the event you should not make payment to Mr. Powers of at least $20,000. a week while your indebtedness remains outstanding, the sum of $500. per week would be deposited with us to be paid over to Mr. Powers and/or Central Union Trust Company of New York. It is true that

LARKIN, RATHBONE & PERRY April 6, 1950.

J. G. Epping, Esq. - 5.

since then, Mr. Powers has been paid in full. If you desire this money released for payment on account of your bill, it will be necessary for you to furnish me with written instructions from Mr. Powers to that effect.

In the meantime, will you alter the check enclosed herewith as indicated above and return by bearer.

Very truly yours,

DCM:MT
enc.

Returned to Mr. R 4/6/50

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

147

WM. H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF THE PRESIDENT

April 6, 1925.

My dear Mr. Griffith:

RE: GREATER MOVIE SEASON

Enclosed are the following: (1) A copy of the resolution passed by the Board of Directors at the annual meeting last Monday relative to the Greater Movie Season, with which you are familiar; (2) A synopsis of the plan which you may want to hand to your publicity head or whomsoever in the company will be particularly appointed the contact with this office in connection with carrying out the plan.

It would seem that the method of allocating the expenses would be, first to base the allocation on the same ratio on which dues are paid by the members into the association, and that the payment should begin at once and be paid weekly. Beginning today, there are seventeen weeks between now and August 1. The money should all be in by that time. After the Greater Movie Season is concluded and we can tell just what should be charged to each company "in proportion to benefit received", there would be an adjustment, i.e. companies which had paid more than their proportionate part would receive a refund, and those which had paid less would then pay the difference.

By "in proportion to benefit received", as mentioned in section 2 of the resolution, is meant the amount of business done during Greater Movie Season, which will be the month of August, 1925. Soon thereafter it can be ascertained just what business each company will have done during August, and then the adjustment can be made. We should proceed, too, on the basis of the total of $40,000 in my opinion, and if it does not take that amount there will be a refund.

When I prepared the resolution, I had it provide that the formula for the allocation should be submitted to the Board for its approval. This I want to do. I will be glad to have your immediate reaction as to whether or not in your opinion this is the way to do it.

With kindest personal regards, I am

Sincerely yours,

Will H. Hays

Mr. D. W. Griffith
D.W.Griffith, Inc.
Mamaroneck, N. Y.

April 6, 1925.

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With kindest personal regards, I am

Sincerely yours,

Mr. D. W. Griffith
D.W.Griffith, Inc.
Mamaroneck, N. Y.

RESOLUTION

GREATER MOVIE SEASON

WHEREAS it is the opinion of the members of the Board of Directors of Motion Picture Producers & Distributors of America, Inc., that the welfare of the industry would be advanced by the emphasis at this time of the quality of pictures and the efforts and purposes of this Association to improve the moral and artistic standards continually of pictures, and that to that end a program similar to that carried on locally in California last year by way of a so-called Greater Movie Season might with advantage be developed and executed on a larger and national scale; and

WHEREAS the officers of the Association in co-operation with the publicity and advertising departments of the company members have developed a program to that end and a committee consisting of certain publicity and advertising department heads of member companies have submitted a written report of their recommendations, which report has been submitted and read to the Board and is ordered marked for identification and filed with the records of this meeting.

Now therefore be it

RESOLVED, by the Board of Directors of Motion Picture Producers & Distributors of America, Inc., (1) That such report above referred to be approved and that the President of the Association be authorized to proceed to carry out the recommendations therein contained and develop and execute the plan for a Greater Movie Season proposed in said report, such development and execution of such plan to be under the supervision and direction of the President of the Association, and

Be it Further Resolved, (2) That the amount necessary to carry on such Greater Movie Season as outlined in such report shall be borne by the company members in proportion to the benefit received, such benefit and proportionate part of the cost to be determined by formula hereafter to be developed and submitted to the Board, the total cost of such Greater Movie Season including all preliminary expenses and actual execution up to and including the last day of Such Greater Movie Season not to exceed $40,000., and

Be it Further Resolved, (3) That it is the sense of the Board that a campaign of education and institutional advertising as suggested in the report referred to, which

would follow the consolidation of the actual Greater Movie Season, would be desirable, and the President is authorized to appoint a special committee of such a number as he may indicate to be composed of directors or others who will at once proceed to aid him in the study of the matter of the development of the proposed plan, same to be submitted to the Board for its consideration as soon as ready.

GREATER MOVIE SEASON
INSTITUTIONAL ADVERTISING

PLAN

The object of this plan is to increase attendance at motion picture theatres and thus add to the revenue of exhibitors, distributors and producers.

This can be accomplished by taking the offensive in a campaign of publicity and advertising which will:

(1) Create good will for motion pictures.

(2) Break down opposition that is now costing the industry large sums of money.

(3) Convert a great part of the 40% of the population that is now either scornful or ignorant of the entertainment value of the motion picture of today.

The first step in the campaign of institutional advertising is the promotion of a NATIONAL GREATER MOVIE SEASON. This is a movement which, if adopted, should be put under way immediately. It will gather all factors of the industry--exhibitor, distributor and producer--in a concerted movement that has the same objective as the greater institutional campaign of which it is a part.

The effect of the GREATER MOVIE SEASON WILL BE TO:

(1) Focus public attention upon the immense progress that motion pictures have made in the last year and the promise they hold for the year to come.

(2) Stimulate greater attendance during August so as to make this month an asset instead of a liability.

The GREATER MOVIE SEASON is not an experiment. It has been used with conspicuous success on the Pacific Coast and in other sections of the country.

As to the success of the Los Angeles campaign, Sol Lesser and Harry Arthur, Jr., of the West Coast Theatres, write as follows:

> "This campaign not only provided us with phenomenal business during an undeniably poor month but stimulated business to such an extent that the momentum carried us through the fall season and I believe we are still reaping the benefits of it."
>
> "It created new patrons for us bringing forcibly to them the importance and value of the motion picture, which had never been done before. Many of these new patrons are still attending our theatres."

It is our suggestion that the principles of the Pacific Coast plan be adopted nationally as our first move in a campaign of institutional advertising and publicity.

To insure its complete success, we recommend that, for this year at least, it be promoted only in the main exchange cities, such as:

Albany, N. Y.
Buffalo, N. Y.
New Haven, Conn.
Philadelphia, Pa.
Washington, D. C.
Cleveland, Ohio.
Detroit, Mich.
Pittsburgh, Pa.
Boston, Mass.

Chicago, Ill.
Milwaukee, Wis.
Minneapolis, Minn.
St. Paul, Minn.
Des Moines, Ia.
Omaha, Neb.
Denver, Colo.
Salt Lake City, Utah.
Seattle, Wash.
Portland, Ore.
San Francisco, Calif.
Los Angeles, Calif.
Louisville, Ky.

Dallas, Tex.	Oklahoma City, Okla.
New Orleans, La.	Kansas City, Mo.
Atlanta, Ga.	St. Louis, Mo.
Jacksonville, Fla.	Indianapolis, Ind.
Memphis, Tenn.	Cincinnati, Ohio.
Charlotte, N. C.	New York, N. Y.

Campaigns in these cities would be executed by representatives of the Hays organization, in cooperation with exhibitors and film clubs. Campaigns in smaller cities could be handled by local exhibitors, with assistance by mail from the Hays office. If a town found that August was not a suitable month for the GREATER MOVIE SEASON, another month could be selected by that town

The plan for a GREATER MOVIE SEASON, in brief, is as follows:

Through a cooperative organization, made up of exhibitors and exchange managers in each city, the theatres will stage a Jubilee during the month of August, promoting motion pictures in general.

These should be advertised through every known method--posters, newspapers, parades, etc.--that this is the opening of the GREATER MOVIE SEASON for their city. It is the beginning of a new and better program for motion pictures. It is the time for all citizens to come out and discover what great entertainment the new motion pictures contain.

The best possible pictures will be booked by the theatres so that the shows staged during GREATER MOVIE SEASON are a definite proof that the motion picture is showing vast improvement and that it is worthy entertainment for everybody.

The campaign will be not only for new patrons, but will aim to encourage casual patrons to go regularly to motion picture theatres.

The exhibitors will join in cooperative newspaper advertising which will tell the public about the good things to be found in all motion pictures. The Hays organization will prepare the ads, which will be the first advertising in our institutional campaign. The exhibitors will insert them in newspapers, heralds and house programs.

This institutional campaign will:

Raise the standing of motion pictures and theatres in each community.
Provide a community of interest on the part of the theatres participating.
Insure unusual cooperation on the part of newspapers because of the extra space purchased.
Cost each theatre but little compared with the increased profits it will obtain.
Nationally the effect should be to cause almost the entire nation to talk and think and patronize motion pictures.

The theme of the institutional messages will be general, emphasizing the many entertaining phases of good pictures, such for example as:

"The Classic Works of the Ages Come to You in the Movies"
"Travel the Earth at Your Favorite Movie Theatre"
"Greater Movies Make the Whole World Akin"
"Calvin Coolidge Sees a Movie a Week"

(Similar messages from other prominent men)

"Little Journeys to Wonder Places"

(EXHIBIT A)

PUBLICITY

It is our recommendation that the publicity for the GREATER MOVIE SEASON begin immediately with the issuance of propaganda to newspapers, magazines and trade papers on the progress which pictures have made, their influence for good, etc.

This publicity should be general in nature. It should be aggressive. We believe the motion picture industry has little to apologize for and much to be proud of and we concur in the Association's idea that the time has come to carry its fight to the public rather than merely to defend itself from attacks.

All of this general preliminary publicity should build up to a big intensive publicity drive during the GREATER MOVIE SEASON, when a large number of newspaper stories, printed in press sheet form, would be given to each of the local committees for distribution in their respective territories.

The keynote of this campaign would be struck in a statement from President Coolidge reciting in general terms some of the virtues and possibilities for civic good that lie in the motion picture.

Other stories that suggest themselves are as follows:

FILMS MOST POTENT FORCE FOR WORLD PEACE, by Frank Kellogg
Secretary of State

LOCAL FILM THEATRE SHOWS BETTER ENTERTAINMENT THAN OLD TOURING COMPANIES, by George Ade.

WHAT DOES THE PUBLIC LIKE, by Will H. Hays (A constructive uplifting article to the effect that the public likes wholesome plays and that they are getting them)

HOW THE MOVIES HAVE RAISED THE STANDARD OF LIVING, by the President of the United States Chamber of Commerce.

MOTION PICTURES THE UNIVERSAL BOOK OF ETIQUETTE -- by Mary Roberts Rinehart (This would be a story stating that films were raising the tone of American manners)

THE MOTION PICTURE AS AN EDUCATIONAL FORCE, by the United States Commissioner of Education.

TRADE FOLLOWS THE FILM, by Herbert Hoover.

At least fifty stories on different phases of the picture business could be put in this press book, so that all over the country, during GREATER MOVIE SEASON, the newspapers and magazines would be full of the praises of motion pictures. Most newspapers would cooperate by adding their editorial voices to the chorus.

This work would be carried on after the GREATER MOVIE SEASON by the publicity department of the Hays organization. In other words, there would be a constant stream of propaganda going out building the public esteem for motion pictures in general.

(EXHIBIT B)

EXPLOITATION

Exploitation for Greater Movie Week would embrace every known method for impressing the townspeople that the month of August was to be a great Motion Picture Jubilee.

Parades, a National Prize Contest (with prizes of a trip around the world and a trip to Hollywood) posters, special trailers, window displays, national book and library tie-ups would be used by the exhibitors in addition to their newspaper advertising.

Governors, Mayors, club women, parent teachers associations, Boy and Girl Scouts would endorse the movement and get aboard the band wagon.

Every day in the month would be a circus day. (EXHIBIT C)

The details of the Greater Movie Season to be handled by a staff employed by the Hays organization with assistance from the advertising, publicity and exploitation departments of the member companies.

A man to manage the entire campaign, and a small staff to assist him, should be employed now. He can produce the press book and prepare whatever copy and accessories are needed. He can

employ excellent writers to prepare publicity matter.

As soon as the campaign is ready he and probably nine other men, who are good speakers, good exploitation men, good salesmen, should tour the country helping exhibitors to get the plan set in the different cities selected.

The entire United States could be efficiently covered by these men in two months.

After this, the one manager and a small staff could operate the GREATER MOVIE WEEK details from New York alone. He should be employed permanently so as to continue the institutional campaign indefinitely.

We recommend that the Hays organization immediately enlist the support of all editors of trade papers, national and regional, so that publicity can begin at once.

SUMMARY

Let us go back to the beginning. The object of a national campaign of institutional advertising and publicity is to increase attendance at motion picture theatres and thus add to the revenue of exhibitors.

It has been proved that a movement toward this end can be started by a GREATER MOVIE SEASON.

If the benefits of this GREATER MOVIE SEASON are obvious, it is equally obvious that the same results in even greater measure can be achieved by a continuous institutional campaign.

The exact mode of procedure is a matter deserving careful

consideration and analysis.

It is the recommendation of this committee that such an analysis be conducted by the chief of staff employed by Mr. Hays to conduct the GREATER MOVIE SEASON campaign, with the cooperation of the advertising men of the member companies and that a report be made on a campaign to extend from September 1925 to August 1926.

****

EXHIBITS.

Herewith are presented rough suggestions for Press Book layouts, including Advertising, Publicity and Exploitation ideas. Also is attached Mr. Webber's report on the San Francisco and Los Angeles campaigns.

EXPLOITATION

NATIONAL PRIZE CONTEST.

A feature of the Greater Movie Season that would make the movement of National scope and which would lock all the individual campaigns with the National Prize Contest, - a trip around the world to the winner of the contest and to any second person the winner would select as chaperone or companion.

It would give a trip to Hollywood to the second prize winner, and to any companion he might choose.

The Around-The-World trip would be on one of the liners that make such trips periodically and the shipping company probably would give the two passages free in return for the advertising that would result from the contest. The Los Angeles Chamber of Commerce might pay for the trips to Hollywood.

The prizes would go--for instance--to the person who wrote the best 500 word article on "What Motion Pictures Mean to Me."

Each town taking part in Greater Movie Season would hold a contest, offering prizes of merchandise donated by merchants, and theatre tickets. The winning essays from each town would be sent to the Hays organization where a board of judges would decide the National winners.

In order for this contest to bring actual box office results, it would be arranged so that each contestant would have to attach to his entry a coupon of some sort given out at a theatre.

PARADES.

Each town taking part in Greater Movie Season would start

the season with as big a parade as could be staged. Civic bodies, marching clubs, Boy Scouts, merchants, exhibitors, exchanges etc. would decorate automobiles, contribute floats and bellhops to march behind the bands.

The Mayor, Chief of Police and other city officials would take part and the Fire Department and Police would act as escorts.

BOOK OF TICKETS.

The ticket book idea was used with success on the Pacific Coast. The idea is to sell for $10 a ticket containing five, ten and twenty-five cent coupons, to the value of $12. That is, the fan buys twelve dollars worth of admission for ten dollars -- or six dollars worth for five.

These are good at any theatre taking part in GREATER MOVIE SEASON. The names of the theatres would be printed on the ticket book. The books would be good for a month.

When the patron wanted to buy a ticket he would tear off enough coupons to pay for it. The theatre, then would cash in the coupons at the central office.

This would stimulate theatre going and a special selling drive should be put behind these books, with a house-to-house canvass, Money derived from tickets not used would be turned into the general fund.

TRAILER.

We should make a trailer announcing the coming of the GREATER MOVIE SEASON, showing studios, the making of motion pictures and perhaps shots of the Los Angeles Greater Movie Season Parade. This would be shown in all participating theatres a week or two before GREATER

MOVIE SEASON begin.

SLIDES.

Slides, of course, would be provided, announcing GREATER MOVIE SEASON.

POSTERS etc.

Furnish to exhibitors at cost

Twenty Four Sheets

Snipes

One Sheets

Banners

Buttons

Badges

Balloons

and all other novelties that we can devise.

HERALDS.

We would produce a rotogravure herald, half-sheet size, containing propaganda boosting motion pictures, interesting scenes and articles about GREATER MOVIE SEASON.

The back page would be left blank so that all the exhibitors taking part in the drive can print their advertisement on it.

CHAIN STORE DISPLAYS.

We would be able to arrange with the Woolworth Stores, United Cigar Stores, Atlantic and Pacific Stores, etc. for national displays during GREATER MOVIE SEASON.

ENDORSEMENTS.

President Coolidge, the Governors, Mayors, Club officials and every important person in public life would be asked to endorse the Greater Movie Season and these endorsements would be used in the communities where they will do the most good.

NATIONAL BOOK TIE-UPS

Arrangements would be made with Grosset & Dunlap and other publishers of books from which motion pictures have been made, to put on window displays throughout the country during Greater Movie Season. Grosset & Dunlap alone could deliver several thousand windows.

Similar displays could be worked out nationally with the American Library Association for displays in libraries of books from which motion pictures had been made.

WINDOW DISPLAYS.

We would gather from Hollywood and New York City studios a multitude of props and costumes from famous pictures that could be loaned to the Greater Movie Season committees in the different towns for window displays.

One town would get a Sea Hawk Costume, another the whip used in the Hunchback, another a costume used in The Covered Wagon, etc. These would be divided up and pro rated so that every company would be equally represented.

MAKING MOVIE PHOTOGRAPHS.

An imposing exhibit of enlarged and colored photographs,

showing the making of a motion picture would be issued. These would deal with no particular production and would be credited to no one company -- but to all the companies in the Hays organization. They would show the script, the director at work, building of sets etc., all contributing to the idea that it takes real genius to make a motion picture and that production in a studio is not a haphazard affair.

These paintings would be sold at cost and displayed by exhibitors in windows or in a store rented for the purpose.

NEWS WEEKLIES.

The news weeklies would be enlisted to give a great deal of space in July to motion picture subjects.

Los Angeles probably will have its GREATER MOVIE SEASON Parade about August 1st. The weeklies would be urged to cover this in detail since it will be of great value in the different towns where the GREATER MOVIE SEASON will be under way.

Other Greater Movie Season parades in other cities that may prove to be notable would be included in the news reels.

CALENDARS.

Designs would be laid out for a calendar of the month of August containing a complete schedule of all the pictures to be played by the participating theatres in each town.

The press sheet can furnish cuts and layouts. The exhibitors would pay for the printing, which could be done by an local printer.

This calendar also could be run as a cooperative advertisement in newspapers.

COPY.

201 Golden Gate Ave., San Francisco, Cal.

February 11, 1925.

Mr. Will Hays,
6219 Hollywood Blvd.,
Hollywood, Calif.

My dear Mr. Hays:-

REGARDING - "THE GREATER MOVIE SEASON".

"THE GREATER MOVIE SEASON" was first inaugurated in San Francisco three years ago last August, and was the outcome of a movement that was in effect in numerous communities throughout the United States - known as "Greater Movie Week".

The idea occurred that if the movement was a good one, as had been demonstrated for a Greater Movie Week, that its possibilities should not be limited thru a seven day campaign, and for that reason the title of the effort was changed to "THE GREATER MOVIE SEASON" to permit it to have no limited duration. The thought behind it being, that not only must the usual motion picture fan be enthused to its importance, but that a real effort should be made to bring back the lost patron, the man and woman who no longer sees any interest in motion pictures. The appeal to the public is probably best explained by reproducing the copy of an ad that has appeared in every campaign- it follows:

ARE YOU BEHIND THE TIMES?

This is 1924 - not 1918 nor 1923

Perhaps you are one who seldom or never patronizes the photoplay.

If so, this message is directed straight at you.

Perhaps in the past you have failed to find in the silent drama the amusement you sought.

Let us call your attention to this fact: The photoplay is a young and changing thing. Yesterday is ancient history in motion pictures.

Photoplays have taken another step forward. The era of greater photoplays is here.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

You can't judge present-day motion pictures
By what you saw five years ago, last year,
or last month!

Greater motion pictures have arrived!

GREATER MOVIE SEASON starts August 1st at all
leading Los Angeles Theatres."

* * * * * * * * * * *

The right to have an annual movie season indicating the arrival of bigger and better pictures is as well founded as the opening of the baseball season, the opera season, the seasonal style presentations or the commercialized merchandising seasons of Christmas and Easter. The natural inclination of dramatic and screen editors and critics to give liberally of their space at the opening of the season as has long been the custom. Upon the near arrival of other season in other departments such as baseball and opera is another reason why it should be taken advantage of.

The tendency of exhibitors to get in a rut and apply only the same effort week after week, using the same appeal to the same prospective patrons, must eventually result in a decreased attendance, and ways and means must be found to periodically arouse the exhibitor to greater effort and with an appeal somewhat different from his present fifty-two week method. The GREATER MOVIE SEASON is different, it commands attention and is a demonstrated success. Nowhere that is has been intelligently applied has it brought other than great results. It does involve enthusiasm and a lot of hard work and when these are properly applied much good results. Nothing can be gotten out of this proposed campaign that is not put into it; you cannot reap without sowing.

The campaign as originally launched in San Francisco was a selfish one and covered three of the leading downtown theatres owned by one organization, and running practically exclusively Paramount Pictures. In their first campaign, they made use of the Boards; they used very liberal newspaper space; they gave of their screens very freely weeks in advance of the opening date; they ribboned their employees; published thirty thousand expensive booklets, announcing that not only the purposes of the Season, but outlined their product for the ten or twelve weeks to follow, and a copy of the booklet is herewith attached. In all the campaign must have cost the three houses well in excess of $5000.00.

The first week not only compensated them for their entire cost of the campaign, but gave them several thousand dollars additional profit. The second week showed an increase in attendance of over 15%, and the succeeding weeks showed a continual gain. To accomplish this showing, it was necessary to involve practically the entire organization. Ordinarily, the putting over of a motion picture theatre is left in the hands of the manager and the advertising manager, but in this case the entire organization was called together at a meeting - the purpose of the undertaking was explained, and the cooperation of practically every employee was received. A greater courtesy was apparent throughout the house, a greater interest in the welfare of the organization was manifested, and a result entirely satisfactory and sufficiently encouraging to warrant its undertaking a second year was derived.

On the day of the opening of "The Greater Movie Season" in San Francisco a street parade was held, consisting of a brass band and decorated automobiles furnished by the various exchanges. No money was expended and the parade was anything but attractive, but it did serve to arouse interest.

The second year was very similar in results and efforts as the first - - - The third year showed a broadening of the plan, by which all of the downtown first run theatres entered into the plan. A street parade was held in which Norma Talmadge appeared. A public reception upon the steps of the City Hall was held, and the Mayor of the City welcomed Miss Talmadge and endorsed "The GREATER MOVIE SEASON". In this a tremendous amount of publicity was obtained, and the results were very satisfying.

The first year of the campaign in Los Angeles was held last August. About three weeks prior to the date of the opening of the Greater Movie Season, the West Coast Theatres were holding their first Convention, all of their theatre managers being present, and the writer was permitted to address them upon "The Greater Movie Season", its effects and results in San Francisco. The movement was endorsed in its entirety by the West Coast organization and they pledged themselves to get behind it in every community in California, in which they were operating theatres.

They appointed for the planning of the campaign in Los Angeles some ten or twelve different committees. One of the committees succeeded in bringing together in Los Angeles the twelve first run motion picture theatres, and they agreed that between them they would get behind this campaign and each would bear a proportion of its cost, and for the first time in the history of the motion picture business every competitive element was behind one movement for the betterment of the business in the launching of the campaign.

We constantly emphasized upon all the theatre operators that faith must not be broken with the patron, that only the best pictures must be shown during the initial weeks of the campaign, so that the movement might justify all that had been claimed for it, and that we might make regular patrons out of those that seldom attend.

The Los Angeles campaign that you are familiar with was amateurish in many respects. There was no history upon which to base its possibilities and the whole plan was worked out and the season commenced within seventeen days from the time of the suggestion! We succeeded in Los Angeles in getting a tremendous amount of newspaper space, and we held a parade that was acknowledged as the greatest outdoor demonstration ever held in Los Angeles. We succeeded in not only getting the organizations of the individual theatres worked up to a greater effort, but we demonstrated that by united effort all the theatres could work to a greater advantage in a common cause.

The West Coast Theatres made a sincere effort to establish "THE GREATER MOVIE SEASON", and I am quoting Mr. Sol Lesser and Mr. Harry Arthur, Jr., officials of that organization, as follows:

"The month of August is notoriously the weakest of the year for the theatre. The intense heat of that month lures patrons away to the outdoor attractions that abound in such numbers at that time. Added to this physical disadvantage, we find that the producers and distributors release their less desirable attractions during the summer in anticipation of decreased business, and the consequent reduction in prices paid by exhibitors for pictures.

For several years past we have been seeking a way to stimulate business during August, and the presentation of "A Greater Movie Season" met with the favorable reception of our entire organization. As you know we operate 107 theatres in the State of California. In prior to the opening of the Season we called our managers together in Convention and imparted to them the experiences of the previous year and sold them on making The Greater Movie Season movement a complete success, and they were given a definite plan.

An audit of the business of 1924 as compared with the same months in previous years, showed the profits to be 12% greater. Prior to the inauguration of The Greater Movie Season, the business for the month of August has usually resulted in a loss of approximately 15%, so that we feel the net result of the activities of last August to be an increase of 27% in profits to us. In fact this campaign not only provided us with a phenomenal business during an undeniably poor month, but stimulated business to such an extent that the momentum carried us thru the fall season, and I believe we are still reaping the benefits of it.

It created new patrons for us bring forcibly to them the importance and value of motion pictures, which had never been done before, many of whom are still attending our theatres."

- - - - - - - - - - - - -

The plan for nationalizing the effort thru your organization, while involving a tremendous amount of work and effort, impresses me as being comparatively simple, and I am going to take the liberty of suggesting a plan that I think could be worked out.

First of all, I believe that a meeting of all the Trade Papers, national and regional, should be held, that the idea should be explained to them and that a request should be made that they should give of their columns freely, in order that every exhibitor in the United States might be acquainted with the movement, particularly as to the part they should play, as well as to the results that have and can be obtained from a movement of this kind.

The campaign can be completely outlined in type and should be repeated in several issues of the Trade Papers prior to the opening date of the campaign.

Secondly - I believe that a tremendous effort should be made in Los Angeles, to not only make a demonstration similar or equal to last year's, but far in excess of that, not only for the benefit that Los Angeles might derive, but for the message that could be carried as the result of that demonstration to every picture house, not only in the United States, but in the world. The movement to Los Angeles is really a very important one. The writer personally interviewed every Editor of every Los Angeles paper last year, and not only did they agree that the movement was one of merit, but that it was particularly important to Los Angeles, in view of the fact that the making of pictures was their chief industry, and that anything that would benefit that business was bound to have an immediate effect upon their community.

We tried to impress upon them that if this movement was nation or world wide, as we hoped it would be, and that if it resulted in a greater patronage to the motion picture that the increased patronage and attendance would immediately be reflected thru increased expenditures in the making of bigger and better motion pictures in Los Angeles.

Several of the Editors went so far as to state that we minimized the movement, and that if we could only see the bigness of it and what it could mean to Los Angeles that it could be launched in a tremendously big way. One Editor saw in it an annual fiesta or celebration far greater than the Mardi Gras of New

Orleans. We felt that California is a greater inducement for the tourist than New Orleans and with the added assurance that the world's foremost motion picture stars would appear in parades and other gatherings, that travel to Los Angeles at that season could be greatly stimulated, and every editor promised a full and liberal support, and even with the slight effort made last year we received as much space in the amusement columns as we would supply material for, and this held true in the news columns, and there was not one single Los Angeles paper that did not give freely of its editorial space.

The season opened last year in August at a time when travel to Los Angeles is at its low ebb, and we succeeded in bringing a sufficient number of out of town people to over-tax the hotels. We got a sufficient amount of encouragement last year to know that the merchants, that the hotels and Chamber of Commerce could get behind a similar annual movement, not only morally but financially as well, and I feel confident that if this movement is launched sufficiently far in advance and in the hands of the proper persons that it can be staged in Los Angeles with practically no expense to either exhibitors or producers. The importance of putting it over in Los Angeles in a big way will have a very direct bearing upon theentire world.

First of all, the movement is of sufficient importance to command a lot of associated press notices, and secondly the parade must be of such magnitude and brillance that it will look well in motion pictures. The various News Reeklies, such as Pathe, International, Fox, Universal, etc. must be prevailed upon to give very liberally of their released about the time of this Los Angeles spectacle and parade. The value of the News Weekly is, that it will tend to work up that necessary interest in every community, irrespective of its size. The motion picture patrons of the smallest communities can be advised thru the News Reeklies that The Greater Movie Season opened in Los Angeles with the parade that they are witnessing on the screen, and that the same pictures that attended the opening of the season at Los Angeles will be available for their patrons on a date that will properly meet the size of that particular community.

In towns, such as Cincinnati, St. Louis or Kansas City, it is going to be possible for the exhibitor to do practically everything that Los Angeles can excepting that they will not have the opportunity of parading the stars. They, however, can hold street parades and the exhibitors can contribute floats that will tend to arouse advance interest in their coming productions, as was illustrated last year in the Los Angeles parade. Grauman's Million Dollar Theatre was just opening with "The Covered Wagon" and they had as a stage prologue some twenty or thiry real indians, and forty or fifty whites that took part in that prologue. Grauman had several covered wagons in the parade, and had all his people, including the Indians in the line of March. Several of the theatres had their orchestra in floats, another theatre was ready to show "Captain Blood" and had a float typifying that. I merely mention these two to show how the exhibitor can take advantage of parade possibilities, irrespective of his location and no matter how fr removed from studio activities.

To illustrate that this is possible we have press notices and photographs of the inauguration of The Greater Movie Season last year throughout Australia. Their campaign was based entirely upon the experience of the campaign as carried in Los Angeles. They succeeded in having the Active Prime Minister sign a proclamation for the first Greater Movie Season, and had the various Premiers of the different states make similar proclamation. This gave them their opening newspapper publicity which was followed up in a manner similar to our own. On the day of the opening of the Season they had a street parade, consisting of Mounted Police, Boy Scouts, Bands and some fifteen or twenty

floats contributed by the various theatres. They comparatively obtained as much space and aroused just as much interest as did Los Angeles and the proportionate results for the theatres were just as gratifying. If it can be put over in Sydney, Australia, it can be applied to every community in the United States.

In the smaller towns last year and in some communities of only a few thousand souls where it was impossible for exhibitors to hold parades, interest was aroused in this campaign by receiving an endorsement from the Mayor, from the Parent Teachers Assn. and endorsements from the large companies operating in the community. Circular letters were sent out, the exterior of the theatre was decorated, streets and pavements were stencilled, announcing the opening of the season. The local newspaper was made use of and even the small communities were aroused to anticipate as much as the larger ones. The movement was also endorsed by some churches, and I am wondering if it would be very difficult to receive an endorsement from our Chief Executive for our next year's campaign. In California we succeeded in obtaining a proclamation from practically every Mayor endorsing the movement.

The handling of this entire movement should be placed in the hands of some man, firm in the belief of its possibilities and capable of radiating enthusiasm when explaining it. It seems to me that with the thirty old well organized Film Boards of Trade in the United States, this campaign could be launched very successfully. It would be necessary for the Campaign Manager to make the rounds to these various Boards and explain the campaign thoroughly, and each one organize itself properly to handle the territory supplied thru their Board.

Personally, I should be glad to sit in conference with the organization, and will be happy to take charge of the explanation as far as it applies to Seattle, Portland and San Francisco Board of Exchange. These three offices are off the beaten path, and it might save considerable time to be relieved of travel to these somewhat remote points.

I should also be most happy to give you such additional information as you might ask and to devote as much time as possible to organizing this plan. It is my present intention to go to Europe in June, and the earlier that I might contribute would best meet my personal plans.

In conclusion, I feel confident that a great deal of good can be developed thru this plan thru the bringing together of exhibitors, producers and distributors for a common cause. In fact, to my knowledge it is the first unselfish movement that the industry has had, and I hope many similar mutual movements will follow. It is the first box-office appeal plan that has ever been presented.

It is of the screen - By the screen - For the screen.

(With apologies to Wm. H. Hays)

Sincerely yours,

(Signed) Herman Wobber

HW:LB
Encs.

P.S. Attached you will please find copies of letters from Mr. Sol Lesser and Mr. H. C. Arthur, Jr.

(M.S.A. - 2)

Mr.Norman Cobbs - 2.

The active cooperation of the daily newspapers, Chambers of Commerce, Governors, Mayors, Service Clubs, Civic organizations, etc. should be solicited.

There should be an active cooperation and coordination on the part of producers, distributors and exhibitors and the advertising should be non-partisan, listing the best pictures without regard to producer's or distributor's ownership.

The publicity campaign should be participated in by all theatres regardless of whether or not they are on a competitive basis.

Every possible medium of advertising should be called into use which should include national, regional, and district newspapers, magazines, trade papers, billboards, signs, banners, badges, ribbons, teaser cards, telephone hangers, mailers, stickers, heralds, etc. All kinds of novelties should be distributed.

Every avenue of exploitation should be considered. Stunts of a legitimate and freak nature should be arranged for, such as big parades, balls, etc.

All of the producers and distributors should make every possible effort to release all of the biggest pictures that they possibly can during this GREATER MOVIE SEASON so that the theatres can keep faith with the public as it will be necessary for us to go out and call attention to the great lineup of pictures which we have to offer them, and we should have the pictures to deliver the goods. Big pictures released during this season will stimulate business to such a degree that it will react to the best interest of all concerned.

The exhibitors should bend every effort to put on the best shows of the entire year from every standpoint---presentations, music, short subjects, comedies, etc.

There are many details to be worked out that would take too long to recite here, and the best that I can do is to refer you to the campaign that we put on in California last year.

The most important angle, however, is the sponsoring and executive direction by the Motion Picture Producers Association under the supervision of Will Hays. This organization, I believe, can readily bring about the necessary cooperation and perfect arrangement to insure successful results.

With kindest thoughts and best wishes, I am

Cordially yours,
(Signed) Harry C.Arthur,Jr.
General Manager,
WEST COAST THEATRES,INC.

M.V.A. - 4

[illegible]

FAMOUS PLAYERS-LASKY CORPORATION,

LOS ANGELES, Calif.
February 7, 1928.

Mr. Herman Robbins,
Famous Players Lasky Corporation,
800 Golden Gate Avenue,
San Francisco, California.

My dear Mr. Robbins:

In response to your inquiry regarding my ideas as to the handling of the GREATER CIVIC SERVICE campaign, I would suggest the following:

That it be national in scope, participated in actively by all the producers, distributors and exhibitors in the industry; that its policies be laid down by and under the executive direction of the Hays organization for the reason that to the general public and the various civic organizations, such as the Chamber of Commerce, women's clubs, Rotary Clubs, etc., to which we would look for support in an active campaign of this kind, the Hays organization is considered non-partisan and vitally interested in the general improvement of motion pictures and of the present conditions of the industry. Any promises made by this organization as to pictures, etc. in connection with the campaign, would be received with a great deal more credence than if any one branch of the industry made them.

While the campaign should be national in scope, I should divide the entire territory into regional districts or territories as it is now laid out by the various exchanges. These regional territories should be under the direction of a regional supervisor who would have complete charge under the executive direction of the Hays organization.

Each regional territory can then be sub-divided into districts. As an illustration, the present territory of Southern California would comprise a regional territory, and big metropolitan communities such as Los Angeles, San Francisco, Oakland, Pasadena, San Diego, the beach territory, harbor territory, bay district, Imperial Valley, etc. would be districts. These districts should be under the direction of a supervisor, preferably the leading exhibitor of each district---and each supervisor would be responsible to the regional supervisor.

A general campaign should be lined up by a national publicity staff composed of men who would actively supervise and actually handle the national advertising and publicity as well as national distribution and who would have under their direct supervision the regional publicity staffs who would function along similar lines for their respective areas. The regional publicity staffs would in turn supervise the district publicity men, this bringing about practically the same results simultaneously.

Proxy

Robinson Printing Company, Printers and Mfg. Stationers,
11 Pine St., New York.

Know all Men by these Presents.

That I, D. W. GRIFFITH, INCORPORATED

do hereby constitute and appoint Albert H. Vaughn

Attorney and Agent for ~~me~~ and in ~~my~~ his name, place and ~~stead~~ to vote as ~~my~~ his proxy at any ~~election~~ stockholders' meeting of the United Artists Corporation,

according to the number of votes ~~I should~~ he should be entitled to cast if then personally present.

~~In Witness Whereof, I have hereunto set my hand and~~ hereunto caused this proxy to be signed by the duly authorized officers and its corporate seal this 7th day

of April one thousand nine hundred and twenty-five.

Sealed and delivered in the presence of

D. W. GRIFFITH, INCORPORATED

Albert H. Vaughn

Treasurer

Proxy.

D. W. Griffith Collection
Museum of Modern Art Film Library

New York City,
April 7, 1937.

Gimbel Bros.,
32nd Street & Bdway.,
New York.

nAttention of Mr. L. Pomerantz

Gentlemen:

The following information is given in compliance with your request of March 27th in regard to the address of a Mr. Herbert Sutch, 2015 North Ivar Avenue, Hollywood, California.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

New York City,
April 7,1926.

Ernst, Fox & Cane,
25 West 43rd Street,
New York.

Attention of Mr. Fox

Gentlemen:

The following is a list of payments which the United Artists' Corporation have made to you on account of foreign income from "One Exciting Night":

Will you kindly let me know the U. S. equivalent of these amounts as received by you?

February 11th	French Francs	682.50
	Swiss Francs	420.00
	Czech Krons	1379.00
	Swedish Kroner	120.21
	Danish Kroner	62.25
March 10th	English Pounds	21-12-6
March 20th	" "	40-19-0
March 28th	" "	31-10-0
April 4th	" "	17-10-0

Will you also let me know the total amount which you have received to date?

Very truly yours,

D. W. GRIFFITH, INC.

by

S.O.F.I

THE ALLIED ARTISTS CORPORATION LTD.

66 - 68 Saville St. London, W. 1

April 7th, 1922.

Sanford J. Steele, Esq.,
The Allied Artists Corp. Ltd.,
New York.

Dear Mr. Steele:

In reply to your letter of the 25th March, I have pleasure in answering your questions as follows:

1. General business conditions in the British territory are none too good. Iron and Steel industries are suffering somewhat from European competition. Tenders for various public works are being secured from both Germany, Belgium and Holland, at prices which are well below those of British competitors.

   An instance is the placing of contracts for 6 Oil Steamers with a Hamburg shipyard. This, after estimates from British firms had been submitted. Shipbuilding centres like Glasgow, Cardiff and Newcastle, are upon short time, and the prospects are none too good.

   In the Welsh territory, owing to distress in the Coalfields, men are either not working at all, or upon short time. Cardiff docks are idle.

   In the Midlands territory, while business is not normal, things are brisker.

   Generally speaking, business in the English territory, is not what we can term flourishing. It is difficult to trace this state ofaffairs to any general cause. The fact is Europe has not yet recovered from the effects of the war, and as there is a general lack of confidence in the stability of affairs, people are holding up their money and will ~~xxx~~ only invest in gilt-edge securities. The net effect of this is that there is little financial encouragement given to new enterprises.

2. A reflection of this state of affairs is seen in the diminishing box office returns in certain industrial areas.

   In Newcastle, Glasgow, Cardiff, Yorkshire and Lancashire, shipbuilding, iron and textile areas, the attendance at picture theatres is suffering a little. Fortunately the bad weather and the fact that even the poorer classes decline to go without their weekly share of pictures, help to temper the falling off. Exhibitors in England had very good reason to be grateful to the the weather last summer. It was the rainiest season for 20 years, and consequently the picture theatre benifitted.

5. As to business done by various distributing companies in this territory, there is no available source of information. The annual turnover of British distributors is not published as in New York.

British production is practically non-existent, the latest move on their part being to link up with a German organisation, secure a story of world-wide interest and employ a cosmopolitan cast.

With kindest regards,

Yours very truly,

M. GILVERSTONE

General Manager

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
522 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT

COURTLAND SMITH
SECRETARY

COPY to Mr. A.W. T. Bonsal

April 7, 1926.

Dear Mr. Griffith:

As you know there has been going on a definite study of the foreign situation by this office, in connection with the foreign managers of the company members, extending over several months. This has resulted in a recommendation unanimously offered by the foreign managers as follows:

Report of Foreign Managers

1. It is the opinion of the foreign managers that special attention should be given, under the auspices of Motion Picture Producers and Distributors of America, Inc., to the situation abroad, and that a representative of the Association should be sent to Europe for that purpose.

2. That such representative should make a thorough investigation of the situation and conditions in Europe affecting the company members and the development of the industry. He shall give particular attention to the tariff legislation in Germany, to legislation in France relative to the use of non-inflammable stock, to the matter of stolen prints, to commercial treaties and all other matters and things which the President of the Association may indicate.

3. That such representative might with advantage, within a short time, in the offices of the members of the Association acquaint himself with all the purposes involved in the matter and at as early a date as possible make the trip to Europe for the investigation, reporting in such detail and at such times and in such manner to the Association as the President thereof may indicate.

4. That it is the opinion of this committee that a sum estimated at $25,000 should be available for these purposes which will be by way of an experiment for approximately six months, which sum might be used for the services and expenses of such representative and the other expenses incident to such six months experiment in connection with the matter; that such amount should be raised by such methods as the

COPY

Association might desire.

5. After such investigation is made by such representative and the results of the efforts are known it can then be decided at the expiration of from four to six months experiment what course could be most advisable.

At the regular quarterly meeting of the Board of Directors held on March 30, 1925, the following resolution was unanimously adopted:

"WHEREAS, it is the opinion of the foreign managers that special attention should be given under the auspices of the Association to the situation abroad and that a representative of the Association should be sent to Europe for that purpose, in which conclusion this Board of Directors concurs.

"THEREFORE BE IT RESOLVED, by the Board of Directors of Motion Picture Producers and Distributors of America, Inc., that the President of the Association is authorized to take such steps as he may deem proper toward the development of such activity, the designation of such individual to be sent and such other matters and things as in his judgment may be pertinent in the premises.

"BE IT FURTHER RESOLVED, that the sum of twenty-five thousand dollars be provided for the first four to six months for the services and expenses of such representative and the other expenses incident to an experiment of from four to six months in connection with the matter; and that such twenty-five thousand dollars be provided by an assessment on the different company members doing foreign business and allocated on the basis of last year's foreign business of such company members; payments of such assessment to be made at such time and in such portions as the President of the Association may indicate."

We are proceeding under this resolution as quickly as possible and, accordingly, I am getting from each member of the Association promptly the amount of net revenue received by each member from the sale, rental or other disposition of their product during the calendar year of 1924, in Europe and the British Isles. This particular territory has been selected upon which to base the allocation of the $25,000 because the study, investigation and immediate effort during

the six months experimentation will be in Europe and the British Isles and it would seem fair to allocate the expense on the basis of the business done in such territory. I take it that it is possible to estimate the business you have done in this territory as separate from your entire foreign business.

Upon receiving these figures this office will pro rate the $25,000 involved on the basis of the percentage of each company's business to the total revenue reported by all companies. You will be advised later as to manner of payment of the assessment indicated. It probably should be paid in monthly installments.

In this connection producer members who release a part of their product through distributor members of the Association shall only report as to the product distributed through other channels. Each member of the Association is being similarly advised. Those few who have no foreign business are not, of course, to be included in the financing, but I want all members advised of the development.

Thanking you, I am

Sincerely yours,

Mr. D.W. Griffith,
D.W. Griffith, Inc.,
Mamaroneck, New York.

1 5 11

P.S. For the purposes herein, it is understood that "Europe and the British Isles" shall include the following countries:

United Kingdom	Austria	Yugo-Slavia
France	Hungary	Norway
Belgium	Poland	Sweden
Holland	Roumania	Finland
Italy	Switzerland	Baltic States
Spain & Portugal	Greece	Russia
Germany	Turkey	Denmark
Czechoslovakia	Bulgaria	

1474 Broadway,
New York, N. Y.,
April 7, 1926.

Mr. H. Beekman,
John A. Hekert & Co.,
90 John St.,
New York, N. Y.

Dear Mr. Beekman:

I have ascertained that Mr. Griffith never uses more than one of the cars at a time. He has only one chauffeur whose name is Harry Hayashi, and Mr. Griffith never drives the car himself. I am returning herewith the policy and bill so that you can have this change made in addition to the clause abou the bumpers and reduction made in the bill.

With best wishes,

Very truly yours,

D. W. Griffith, Inc.

CC

New York City,
April 8, 1926.

Mr. Walker,
Motion Picture Capital Corporation,
342 Madison Avenue,
New York.

Dear Mr. Walker:

We have this day deposited in the Hamilton National Bank, checks aggregating $10,000 which we received from the United Artists' Corporation as income on our pictures.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

New York City,
April 6, 1925.

Hamilton National Bank,
130 West 42nd Street,
New York.

Gentlemen:

Will you kindly cable immediately, to Mr. James A. Manning, 25 Victory House, London, W. C. 2 England, $2500 worth of English Pounds. Cable address is, "Mangiff".

Will you kindly advise us of the number of Pounds sent and the charge for this remittance?

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

April 6th 1928.

Messrs. Piper, Carey & Hall,
Room 607, Calvert Building,
101 East Fayette Street,
Baltimore, Md. Attention Mr. Harner:

Dear Sir:

I beg to acknowledge receipt of your favor of the 7th inst., together with the letters of stockholders under separate cover. I beg to advise that I have this day received a proxy from R.O. Witters, R.Elmer Shoemaker, Alma Grey and from Crane and Webb which represent approximately 13,480 shares.

I believe Mrs. Grey has approximately 700 shares.

Will you kindly have your staff advise me as to how these shares check up. I am holding the proxies in order that they may not be lost in the mails.

I am also enclosing a list of a number of stockholders from Chicago. Will you please check off and see if they have mailed in their proxies and if not I believe I can get them in block.

Very truly yours,

P.S. Please return by special delivery mail Certified List of stockholders and also proxies which you cannot decipher. I take it that you have checked on the certified list the names of the parties for whom you have proxies. Also please advise us by Friday next as to the names of the additional proxies which you may receive in the interim so that we can check same here as to the number of shares on the certified list.

A.H.T.B.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB:GDM

Enc.

FINANCIAL STATEMENT OF DAVID W. GRIFFITH

Citrus fruit Ranch, San Fernando Valley, Calif. 204 acres, value $500. per acre - - - - - - - -	$ 102,000.
6 Lots in Town of San Pedro, Los Angeles Harbor, on Main Street- - - - - - - - - - - - -	50,000.
10,601 shares Class "A" stock at cost - - - - - -	47,400.
Other Investments - - - - - - - - - - - - - - - - - -	40,000.
Other picture Investments - - - - - - - - - - - - - -	1,500.
Cash in Bank -	6,000.
Salary due on Oct. 1st 1923 - - - - - - - - - - - - -	61,511.94
New Hispania Suis Motor car--at cost - - - - - - - - -	14,000.00
Total - - -	$ 331,411.94

NOTE: All the above real estate and stock is free and clear and has not been mortgaged or hypothecated.

375 Shares Class "B" stock D.W.Griffith, Inc.

Attorney for D.W.Griffith.

C O P Y

THE ALLIED ARTISTS CORPORATION, LTD.,

66 - 68 Dardour Street, London, W. 1.

April 8th, 1925.

Hiram Abrams, Esq.,
The Allied Artists Corp. Ltd.,
729 7th Avenue, N. Y.

Dear Mr. Abrams: Report - week ending April 3, 1925.

1. Nothing exceptional occurred during the week.

2. No changes were made in the personnel.

3. Expenses for week ending March 27th amounted to £1192. 2. 6
" " " " April 3rd " " 809.14. 3

4. The total business from each of the branches was as undernoted:

Birmingham	£ 519. 9.11
Cardiff	118.
Glasgow	316.18.11
Leeds	675. 8. 6
Liverpool	81.
London	638. 1. 3
Manchester	207.10
Newcastle	318.10
Ireland	186.14.10
	£3059.13.5

Cash collections for week amounted to £4231. 4.10

Yours sincerely,

M. Silverstone

MS:ER

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CHARLES L. MAJOR
CHICAGO

April 6th, 1933.

Mr. David W. Griffith,
New York, N. Y.

Dear Dave;

Turn your thoughts back some thirty years and recall the days when you and I were clerks in a certain book store at Third and Jefferson Streets, Louisville, Kentucky. Some water has passed the mill since then. You have made your name known around the world while I have continued in the publishing and bookselling business. I have been manager of the American Baptist Publication Society in Chicago for the past twenty-four years.

I have often thought I would write you or call on you when I was in New York and renew our old friendship, but you know how we busy men let things go by default. Call me up sometime when you pass through Chicago and let us shake hands for old time's sake, and take a meal together.

This will introduce you to my adopted daughter, Elanor Landre. She wants to try pictures and as she is going to New York, I am sending her to you. She is an actress of experience, having been leading lady for Frank Winninger last season who has one of the best stock companies in the middle west. She is easy to look at as you can see and she photographs wonderfully. She has brains, ambition, experience and perseverence. My experience leads me to think that people having these qualities make good when given an opportunity. This is all I ask for her, an opportunity. Needless to say, I will more than appreciate any help you can give her.

Mrs. Major joins me in regards and best wishes for your continued success and happiness.

Very truly yours,

Chas L Major

At a Special Meeting of the Executive Committee of D.W.GRIFFITH, INCORPORATED held at the Studio of the Famous Players-Lasky Corporation, Astoria, New York, on the 9th day of April, 1928, at 2 o'clock in the afternoon.

PRESENT: MESSRS: D.W.GRIFFITH and
ALBERT H. T. BANZHAF

constituting a majority of the Executive Committee.

Mr. Griffith called the meeting to order and stated the purpose thereof.

Mr. Banzhaf then presented to the meeting a proposed form of assignment of policy of life insurance #2783030 issued by the Mutual Life Insurance Company of New York on the life of Mr. Griffith, assignment of which policy he stated was desired by Mr. J.C.Epping as collateral security for loans made to the Corporation from time to time.

After due discussion and upon motion duly made, seconded and unanimously carried, itwas

RESOLVED, that the proper officers of this Corporation be and they hereby are authorized empowered and directed to execute and deliver proper assignment and any and all further instruments necessary to assign to J.C.Epping Policy #2783030 issued by the Mutual Life Insurance Company of New York on the Life of Mr. D. W. Griffith.

FURTHER RESOLVED, that the Secretary of this Corporation be and he hereby is authorized empowered and directed to certify a copy of this resolution and transmit the same to the Mutual Life Insurance Company of New York.

There being no further business before the meeting the same was duly adjourned.

. . . . . .

Secretary

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Rev-Griffith
62

April 9th 1925.

State Tax Commission,
Albany, New York.

Gentlemen:

Enclosed please find 1924 Income Tax Return of Mr. D.W.Griffith, together with his check for $622.97 in payment of tax shown to be due.

Respectfully,

R/GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

W. SHARPNAK REED, President
NEW YORK CITY, N. Y.
S. MORRIS STINER, Vice President
NEW YORK CITY, N. Y.

DR. G. P. BENNETT, Treasurer
NEW YORK CITY, N. Y.
P. C. STUART, Superintendent
BREWSTER, N. Y.

THE ARIETTA CRANE REED HOME
FOR
CONVALESCENTS AND OLD PEOPLE
BREWSTER
PUTNAM CO. N. Y.

April 9, 1926.

Mr. J.E. Epping, Treasurer,
D.W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sir:

Under date of March 17th we wrote you with reference to a note held by us of your Corporation, to the amount of $200.00, and received no reply whatever to our letter. Would be glad to know what you intend to do with reference to this matter.

Yours very truly,

WBR/JMC

W Boardman Reed
Pres.

THE FIRST NATIONAL BANK
MAMARONECK, N. Y.

REUBEN G. BREWER, PRESIDENT
JOHN H. MCARDLE, VICE-PRESIDENT
REUBEN P. BREWER, CASHIER
GEORGE H. GOFFIN, ASST. CASHIER

April 9,1935.

D. W. Griffiths Inc,
1107 Longacre Building,
New York City.

Gentlemen;

Below is a list of Mr. Sartova notes held by us.

$2,700	due May	16th
1,300	" "	19th
400	" April	15th
600	" "	15th.

Trusting this is the necessary information we are

Very truly yours

FIRST NATIONAL BANK,

George H. Goffin
Ass't Cashier.

File under Sartova

JAMES PIPER
FRANCIS J. CAREY
J. BANNISTER HALL, JR.
JOHN S. SHORT
H. LIST WARNER
EVAN O. LLEWELLYN
GEORGE S. NEWCOMER
JOHN H. JACKSON
E. HARRY FRIGE

LAW OFFICES
PIPER, CAREY & HALL
CALVERT BUILDING
BALTIMORE

CABLE ADDRESS
"THEMIS"

April 9, 1925.

Mr. Albert H. T. Banshaf,
Bush Terminal Bldg.,
130 West 42nd Street,
New York, N.Y.

Dear Sir:

In pursuance of your request, we have sent you under separate cover the certified list of stockholders and proxies that we were unable to check. We have received proxies representing 518 shares since last writing you. The proxies you have received are represented by shares as follows:

Almah Grey	700
Roscoe G. Witters . .	286
R. Elmer Shoemaker . .	100
Greer, Crane & Webb, .	13,880
Total	14,966

We are returning the list of proxies that you mentioned you would be able to obtain in block, the notations on which are self-explanatory. Kindly advise us if you want us to send you the checked proxies.

We are enclosing additional communications received with the proxies.

Very truly yours,

Piper, Carey & Hall

enc.

33,374
14,966
48,340

Mary A Campbell 33

~~1271,623~~

~~1360,835~~

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
522 FIFTH AVENUE
NEW YORK CITY

149

WILL H. HAYS
PRESIDENT

CHANDLER SMITH
SECRETARY

April 9th,
1925.

Dear Mr. Griffith:

Referring further to Mr. Hays' letter of April sixth relative to the assessment on a part of your foreign revenue:

In advising us to this figure, kindly let us know the detail of the charges deducted from gross revenue in arriving at the net as called for in that letter.

With kindest regards, I am

Sincerely yours,

Acting Treasurer.

Mr. D. W. Griffith,
D. W. Griffith, Inc.,
Mamaroneck, New York.

COPY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 10th 1925.

Piper Carey & Hall,
Room 607 Calvert Bldg.,
101 East Fayette St.,
Baltimore, Md. Attention Mr. D.E.Warner.

Dear Mr. Warner:

I am enclosing herewith proxy signed by Mr.Griffith appointing you and/or me attorney to vote all his Class "B" stock consisting of 375,000 shares at the adjourned meeting to be held on Monday next at 12 o'clock noon at your office.

Will you kindly attend the adjourned meeting at that time and again adjourn the same to three weeks from Monday, viz: May 4th 1925, same time and place, in order that we may have sufficient time to send out notices and receive proxies in return.

I am enclosing herewith proxy signed by myself, substituting you to vote for all the Class "A" proxies addressed to Mr. Griffith, Mr. Epping and myself so that the Class "A" shares may be represented and join in the vote for the adjournment.

Very truly yours,

AHTB.GDM
Encs.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

120

New York office,
1476 Broadway,
April 10, 1925.

W. Beardman Reed, Esq.,
President, The Arietta Crane Reed Home,
Brewster, Putnam County, New York.

Dear Mr Reed:

Your letters of March 17th and April 9th have just been brought to my attention upon my return from California today.

When starting upon my trip to the Coast I left with Mr Epping, our treasurer, your former letter with request that he make a contribution to the Arietta Reed Home as soon as possible. He tells me that our affairs are not yet in such shape that he can do so. He expects, however, that he can send you a check within a very short time, and wishes me to ask you to hold this matter in abeyance just a little longer.

As I explained to you before, Mr Griffith deeply appreciates your great kindness in permitting us to use your property and also the very many other courtesies you extended to us.

Yours respectfully,

Personal Representative
of Mr Griffith.

JOHN A. GIBBS
ATTORNEY AT LAW
[illegible] West Third Street
Los Angeles, Cal.

April 10, 1922

Mr. David W. Griffith
Care Famous Players Lasky
New York City, New York

Dear Sir:

I represent the plaintiff in an action to foreclose street assessments for improvement of Sixteenth street between Pacific Avenue and Gaffey street, upon lots Fourteen (14) and Fifteen (15) of the Pacific Avenue Tract, as per map thereof recorded in Book 2 at page 19 of Maps, in the office of the County Recorder of Los Angeles County.

These lots were deeded to David W. Griffith of New York City some eight or ten years ago and I presume that you are the grantee in the deed.

If you are the owner of these lots I would suggest that you either mail me a check for the amount necessary to settle the action or have a representative take care of the matter for you before further court costs have accrued in the foreclosure suit. The amount necessary to settle the action at this time is Forty three dollars and sixty three cents ($43.63).

Yours very truly,

JAG:B

April 10th 1928.

State Tax Department,
Income Tax Bureau,
Albany, New York.

Gentlemen:

Referring to notice of additional assessment of Income Tax against David Mark Griffith (27113) for year 1923 which notice is dated March 26th and bears your #285687, on behalf of Mr. Griffith I hereby protest against such additional assessment on the following grounds:

In connection with the deduction of loss sustained by Mr. Griffith through the payment by him of the sum of $54,662.32 which you state is disallowed as fully explained in connection with return filed for the year 1921, I wish to advise that this item is in addition to the item of $60,000 which was deducted by Mr. Griffith in the year 1921.

If you will refer to my letter of December 30th 1924 in connection with this item you will see that this arose out of payments made by Mr. Griffith on account of his personal guarantee given by him for the payment of certain indebtednesses of the Mark Producing Corporation. This item did not represent a loan as the previous item in 1921 did; that is a loan to the Mark Producing Corporation direct, but represents payments which Mr. Griffith was legally advised to and did pay on account of the guarantee that he had made that such indebtedness of the Mark Producing Corporation would be paid. You will therefore see that this is in addition to the loan item which you refer to as having been deducted in 1921.

In view of these circumstances and the fact that you have evidently misconstrued the situation and the deductions I respectfully request that your assessment as per the notice above mentioned be withdrawn and the deduction of $54,662.32 be allowed.

Respecfully yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FILE

John A. Eckert & Co.
INSURANCE
90 John Street
New York

TELEPHONE BEEkman 3700

IN RE

INSURANCE EXPERTS
FIRE PROTECTION ENGINEERS
SPRINKLER EQUIPMENTS
A SPECIALTY

FIRE INSURANCE
MARINE
BUILDERS' TOURIST AND
OTHER FLOATERS
RENTS AND LEASEHOLD
USE AND OCCUPANCY
SPRINKLER LEAKAGE INSURANCE
BURGLARY AND PLATE GLASS
ACCIDENT AND HEALTH
INDEMNITY BONDS
LIFE INSURANCE

LIABILITY
EMPLOYERS' ELEVATOR
CONTRACTORS' AUTOMOBILE
PUBLIC TRANS
LANDLORD GENERAL
STEAM BOILERS
BUSINESS CONSTRUCTION

April 10, 1925.

D. W. Griffith, Inc.
1476 Broadway
New York City

Attention Miss Conway

Gentlemen:

In reference to your letter of April 7th regarding Mr. Griffith's La Voisen and Hispano Suiza cars, we note that it will be in order to warrant under National Union Policy A-40063 that but one car will be out at a time and that the chauffeur of the cars will be Harry Hayashi.

We are, therefore, preparing an endorsement for attachment to the above mentioned policy.

The liability and property damage insurance in connection with these cars are covered under Union Indemnity Policies #92717 and #92710, both of which expire in August. We shall be pleased to have you return these policies to this office so that they may be combined under one policy using the one car warranty and mentioning the chauffeur Harry Hayashi, in order to obtain a refund of the premiums now paid. It will also be necessary to endorse this policy to show that the cars are now being operated from New York and not Mamaroneck.

Yours very truly,

JOHN A. ECKERT & CO.

H. W. Beekman

HWB:N
Enc.

$500.00 New York, N. Y. April 10, 1925 192

On June 10, 1925 after date I promise to pay to

the order of D. W. Griffith

Five Hundred & 00/100---------- Dollars

Payable at Central Union Trust Co., 42nd St. Branch, N. Y.

Value received

D. W. Griffith, Inc.,

Treas.

No. Due

JAMES PIPER
FRANCIS J. CAREY
J. BANNISTER HALL, JR.
JOHN S. GHENT
G. LIST WARNER
EVAN O. LLEWELLYN
GEORGE S. NEWCOMER
JOHN H. JACKSON
S. HARRY FRANT

LAW OFFICES
PIPER, CAREY & HALL
CALVERT BUILDING
BALTIMORE

CABLE ADDRESS
"THEMIS"

April 11, 1928.

Mr. A. H. T. Banzhaf,
Bush Terminal Building,
130 W. 42nd Street,
New York, N.Y.

Dear Mr. Banzhaf:

We acknowledge receipt of your letter of April 10, requesting the holding of the postponed meeting at twelve o'clock Monday to be adjourned until Monday, May 4.

We also acknowledge receipt of the proxy substituting Mr. Warner for yourself and the proxy of Mr. Griffith.

We have received about fifteen proxies since last writing you. We presume that you will return the certified list of subscribers prior to the meeting on May 4.

Very truly yours,

Piper, Carey & Hall

GOODWILLIE & CO.
Investment Bonds
Chicago Milwaukee

Telephone State 8100
100 South La Salle Street
Chicago, Illinois

April
Eleventh
1 9 2 5

Mr. A. M. T. Banzhaf
130 West 42nd Street
New York City

Dear Mr. Banzhaf:

Your letter of April 8th reaches me just as I am leaving the city for ten days' absence.

Counselman & Co.'s books are in storage and I have no record of the addresses of the Griffith stockholders in this territory.

I regret, therefore, that I am not able to carry out the suggestions contained in your letter as I would be very glad to cooperate in every possible way to work the Griffith situation out.

Yours very truly,

Arthur Goodwillie

ALG*M

New York City,
April 11, 1925.

Neil Hamilton,
Peldean Court,
Pelham,
New York.

Dear Mr. Hamilton:

Enclosed herewith, you will find payroll check in full for week ending April 11th.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

...d Wark Griffith Is Directing New Film Taken ...om One of Broadway's Greatest Musical Comedy ...ccess and Talented Star Wins the Leading Role

Miss Carol Dempster is being starred with W. C. Fields in "Poppy," a picture being directed by David Wark Griffith, at the Famous Players studio in Long Island. "Poppy" is being taken from the famous musical comedy success of the same name. Miss Dempster starred in "Isn't Life Wonderful," and other successes. United Artsits' Corporation will release "Poppy." Mr. Griffith is the greatest movie producer the world has ever known. Miss Dempster holds a similar reputation as a movie star.

N Y Sunday Evening Bulletin 4-13-25

"POPPY" GRIFFITH'S FIRST WITH FAMOUS

D. W. Griffith announced yesterday that his first picture for Famous Players will be "Poppy," based on the successful musical comedy produced by Willie Goodman, which had a long run on Broadway. Carol Dempster, Griffith said, will have the ingenue part played by Madge Kennedy in the show, and W. C. Fields, eccentric comedian and juggler, will duplicate his stage role on the screen. Madge Kennedy is now starring in "Badges" with Gregory Kelly, and Fields will soon appear in the new Ziegfeld "Follies" edition.

D. W. Griffith

1474 Broadway,
New York, N. Y.,
April 13, 1920.

Mrs. William R. Hearst,
Ritz Carlton Hotel,
46th Street & Madison Avenue,
New York, N. Y.

Dear Madam:

Enclosed herewith you will find Mr. Griffith's check in the amount of $150 for his box at the Milk Fund benefit on April 15th.

Very truly yours,

Sec'y to Mr. Griffith.

CC

TELEPHONE
BRYANT 1669
CABLE ADDRESS
MEDALFILMS NEW YORK

FREDERICK H. BROOKS, PRESIDENT

DISTRIBUTING AGENCIES IN
CUBA
PORTO RICO
SANTO DOMINGO
VENEZUELA

MEDAL FILM CO. INC.

DISTRIBUTORS OF FOREIGN PICTURES

1476 BROADWAY, NEW YORK

April 13, 1925.

Mr. Albert H. T. Banzhaf,
130 West 42nd Street,
New York City.

Dear Sir:-

Referring to your letter of December 2nd, 1924, I beg to inform you that while I was in Havana, Cuba on Saturday, March 28th, last, the print of "INTOLERANCE" which we were holding under our agreement with Saenz & Mai dated April 9, 1919, was destroyed by burning in my presence and under my personal supervision, of which kindly take note.

Yours very truly

F. H. Brooks
President
Medal Film Co., Inc.,

Sworn to before me
this 14th day of April 1925
Robert Chetta

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 388
New York County Register's No. 6310
Commission expires March 30, 1926

1464
117

April 13th 1926.

Messrs. Schlesinger & Schlesinger,
National City Bank Bldg.,
New York City.

Re: D. W. Griffith.

Gentlemen:

Enclosed herewith please find check for $500. in accordance with agreement in the above-entitled matter.

Very truly yours,

R/GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, President
A. L. GREY, Vice President

A. H. F. MANSHAP, Secretary
J. G. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED
STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1199

April
Fourteenth
1928

Dear Edward:

I am sorry that under my contract with the Famous Players-Lasky Company I am unable to have you with me as my personal operator. During the five years that you have been operating for me I have found your work entirely efficient and satisfactory, and I want you to know that I appreciate the willing and loyal spirit you have always displayed. In seeking other employment if you should wish a word of recommendation from me I shall be glad to let you have it.

With best wishes for your future, I am

Yours sincerely,

To
Mr Edward Miller,
#114 Main Street,
White Plains, N. Y.

New York City,
April 14,1928.

Mr. Beach,
United Artists' Corp.,
729 Seventh Avenue,
New York.

Dear Mr. Beach:

Recently you have been making some payments to Mr. Samuel K. Jacobs on account of "One Exciting Night". Loan which have not been confirmed to us.

You can readily understand that when I try to tie my account with that of Mr. Jacobs, it does not agree, therefore, will you kindly confirm all of these payments to me each time they are paid?

Thank you.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

JONAS & NEUBURGER

TELEPHONE BEEKMAN 7040

RALPH JONAS
PHILIP LEVISON
JEREMIAH MOUND
LOUIS S PUSNER
MURRAY L JACOBS
SYDNEY S NEWMAN

RAYMOND ROGERS
ARTHUR D KIMMEY
CORAL MINTZ
BENJAMIN FINGER
LEONARD V BIGGS

112 BROADWAY
NEW YORK

April 14, 1925

Re: M. T. Co. v. G. & H. Pictures Corp., et al

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Sir:

Pursuant to our telephone talk this afternoon, we return herewith Title Certificates upon the Westchester and New York properties owned by the defendants Grey. You will kindly prepare proper deeds to the properties in question for deposit with the plaintiff herein as further collateral to the note in suit. When this has been done in approved form, we will withhold entry of judgment in accordance with our arrangements with you.

In the meantime, pending your receipt of power of attorney and execution and delivery of the deeds pursuant thereto, we will not extend the time of any of the defendants to answer, since they have no answer. If however, the Greys retain other counsel in their behalf, we will accept service of their answers if made on or before April 17th. Otherwise, we shall expect the transaction to be consummated as heretofore discussed and above outlined by that time.

Very truly yours,
Murray L. Jacobs
For JONAS & NEUBURGER

MLJ:B
Encl.

United Artists Corporation
729 Seventh Avenue
New York

April 14th, 1925

Relt

J-22

G. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City

Attention Miss Conway

Dear Miss Conway:

On February 5th, 1925 we paid the Manufacturers Trust Co. $119.75 being the U. S. equivalent of £25-/- received from the United Artists (Aust) Ltd., on "His Darker Self" and also on February 27th, 1925 we paid the Manufacturers Trust Co. $118.90, the U. S. equivalent of £25-/- received from the United Artists (Aust.) Ltd.

These payments were made in accordance with assignment of G. & H. Pictures Corp.

Yours truly,

UNITED ARTISTS CORPORATION

119.75
118.90
238.65

F A Beach

Comptroller
F. A. Beach

R G

C O P Y

THE ALLIED ARTISTS CORPORATION Ltd.,
66 - 68 Wardour Street, London, W. 1.

April 15th, 1925.

Hiram Abrams, Esq.,
The Allied Artists Corp. Ltd.,
729 Seventh Avenue,
New York.

Dear Mr. Abrams; Report - week ending April 10th, 1925.

1. Nothing exceptional occurred during the week.

2. No changes were made in the personnel.

3. Expenses for week ended April 10th amounted to £758.12.4

4. The total business from each of the branches was as undernoted:

Birmingham	£ 423. 9. 2
Cardiff	563.
Glasgow	299. 7.10
Leeds	51.10.
Liverpool	355.10
London	965.10
Manchester	287.10
Newcastle	78.10
Ireland	196.10
	£3219.17.0

Cash collections for the week amounted to $4335.15. 4

Yours sincerely,

MS:KR M. Silverstone

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York City,
April 28, 1926.

Mr. Walker,
Motion Picture Capital Corp.,
542 Madison Avenue,
New York.

Dear Mr. Walker:

We have this day deposited in the Hamilton National Bank, checks aggregating $10,000 which we received from the United Artists' Corporation as income on our pictures.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

1476 Broadway,
New York, N. Y.,
April 15, 1926.

Bankers Trust Company,
501 Fifth Avenue,
New York, N. Y.

Gentlemen:

I wish to confirm my telephon request that you send a draft for $20 to

Carl Heinz Epping,
bei Wulf,
Hirten Str. 52 pat
Hamburg, Germany

on the 15th of every month, with the other drafts which you send for my account, until further notice.

Very truly yours,

J. C. Epping.

JCE/CC

$800.00 NEW YORK CITY, APRIL 15th, 1925

ON JULY 15th, 1925 = = = = after date we promise to pay to

the order of = = = =A. H. T. BANZHAF= = = = =

EIGHT HUNDRED AND 00/100 = = = = = = = = Dollars

Payable at CENTRAL UNION TRUST COMPANY, 42nd STREET & MADISON AVE., N. Y. C.

Value received D. W. GRIFFITH, INCORPORATED.

No. Due ===7/15/25===

TREAS.

CLASS OF SERVICE DESIRED
TELEGRAM
DAY LETTER
SHORE MESSAGE
NIGHT LETTER

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1064

NO.
CASH OR CHG.
CHECK
TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

April 16, 1926.

Night Letter

Mr. Carl Sternley
1018 Lewis State Bldg.,
Los Angeles, Calif

Received letter from Jesse Gyger lawyer three twenty one west third street Losangeles at King Ferdelaurra street assessments due on Mr Gu lets Pacific Avenue Gaffney street stop See him immediately and if get paid pay immediately and advise Regards

G. H. Conway

Chas D. W. Griffith, Inc.

New York City,
April 16,1926.

United Artists' Corporation,
729 Seventh Avenue,
New York.

Gentlemen:

Will you please pay Mr. P. W. Campbell the sum of $94.30 for the balance due on his expense account for sales trip through New York State, and charge same to "Isn't Life Wonderful", D. W. Griffith's share 100%

Very truly yours,

Treas.

D. W. GRIFFITH, INC.

D. W. GRIFFITH, INCORPORATED

OFFICE OF THE SECRETARY
130 West Forty-second Street
NEW YORK CITY

April 10, 1925.

Dear Sir:

The stockholders' meeting of your Corporation was held on April 6th last pursuant to call at the Statutory Office of the Corporation at Hightown, Md., where it is required by the Maryland statutes that all stockholders' meetings be held. At this meeting the total number of shares of Class "B" stock was represented in the person of Mr. Griffith but a majority of Class "A" stock was not present.

Since it requires a majority of the outstanding Class "A" stock to authorize the sale of the real estate owned by the Corporation, a vote on this proposition was deferred until a future date and the meeting was adjourned one week to Monday, April 13th, 1925, same time and place, during which interim we had hoped to receive sufficient additional proxies to carry out the proposition as outlined in our letter to you of March 21st, 1925, and as incorporated in the notice of call of the stockholders' meeting.

On April 13th the stockholders' meeting was again adjourned three weeks to May 4th, 1925, same time and place in order that in the meantime this letter could be sent to those who have not already sent in proxies requesting that they do so at once. We have been able to negotiate an adjournment of the date of closing of the contract with E. W. Hammons to the 15th day of May, 1925, due to his leaving for a European trip.

As previously stated in our letter of March 21st we advised that since the Griffith Corporation had arranged to produce four pictures for the Famous Players-Lasky Corporation, using the facilities of that Corporation, it would be a great economical and financial mistake for the Company to continue to maintain its real estate holdings and endeavor to pay the large interest, taxes and carrying charges without use or other return to your Company. In that letter we further advised that the funds, or mortgages, obtained from the sale of such property will be set aside in a separate interest-carrying fund for the exclusive benefit of Class "A" stockholders, to be disposed of by and to them after the outstanding indebtedness of the Corporation is liquidated, which will be approximately accomplished in the ensuing year. You will readily see that such a fund, subject only to the claims of creditors (whose claims can be met out of current income) being in tangible form, will materially increase the market value of the stock. A frank disclosure of the facts will help you in seeing the actual situation. The Corporation cannot borrow on its real estate; its borrowing capacity on its other assets has been exhausted; its income is required to meet past due and present indebtedness; it will not be able to meet the interest and principal payments on the outstanding mortgages covering its real estate holdings, which, if not paid, will result in foreclosure proceedings, meaning a sale under the hammer and at a sacrifice price that will probably leave nothing for the stockholders. In view of conditions, not to consent to the sale is but jeopardizing whatever value your stock now has, and the equity we have in the contract of sale.

We also wish to again point out that the sale of this property does not mean the winding up or liquidation of the D. W. Griffith, Incorporated affairs nor does it mean the sale of any of the Corporation's motion pictures, but it is a move on the part of your directors to economize in order that the Company may operate on a more profitable production policy as soon as the contract with Famous Players-Lasky Corporation is completed.

Will you therefore please sign the within proxy and mail it at once? If we have not received a sufficient number of proxies by May 4th, 1925, the meeting, will again be adjourned, so mail your proxies even though the same may not reach the Company by May 4th.

Very truly yours,

D. W. GRIFFITH, INCORPORATED.

By Albert H. T. Banzhaf,
Secretary.

D. W. GRIFFITH, INCORPORATED

PROXY

Know all Men by these Presents, That, the undersigned does hereby constitute and appoint D. W. GRIFFITH, J. C. EPPING and ALBERT H. T. BANZHAF, or any one or more of them, my true and lawful attorney, with full power of substitution, in my name, place and stead, to vote as my proxy at the annual meeting of stockholders of D. W. GRIFFITH INCORPORATED, to be held at the company's office, Room 607, Calvert Building, 101 East Fayette Street, Baltimore, Md., on the 6th day of April, 1925, and at any or all adjournments thereof, for the purpose of electing a board of directors, authorizing the sale of all or any of the property of the company and the amendment of Article E, Section VI, sub-divisions (1) and (3) of the certificate of incorporation, hereby ratifying and confirming all that my said proxy may do in my name, place and stead.

And I do hereby irrevocably approve of and consent to the sale of all or any of the real property of the corporation, with improvements thereon, if any, at such time and at such price as the board of directors may determine to be for the best interests of the company.

In Witness Whereof, I have hereunto set my hand this day of April, 1925.

.....(L. S.)
Signature of Stockholder

WITNESS:

.....

If you are unable to attend the meeting, please sign the enclosed proxy. The company will affix the necessary stamp.

Number of shares owned.

.....

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

California Bank

COMMERCIAL SAVINGS
CAPITAL $ 1,000,000

Los Angeles, California

Head Office
628 SOUTH SPRING STREET

April 16th, 1926.

D. W. Griffith, Inc.,
Mamaroneck, New York.

Gentlemen:

Miss Frances Bermudez has recently applied for a position with this Bank and has given your name as reference, stating that she was in your employ from 1918 to 1922 in your scenario department.

We would appreciate receiving from you such information as you may have in your possession regarding her character, integrity and ability.

Thanking you in advance for your courtesy in this matter, we are

Yours very truly,

H. Lundquist

Assistant Cashier.

HK

April 17th 1926.

Mr. Albert A. Grey,
Carlton Hotel,
London, England.

Dear Mr. Grey:

I am returning herewith Power of Attorney, which I prepared in place and stead of the one which you forwarded to Miss Conway and which I am returning herewith in order that you may compare the two.

Mr. Jacobs, the attorney for the Bank, points out correctly that the Power which you had prepared in London is one to receive Deeds for property and give acquittances therefor and it is very questionable whether under its terms Mr. Griffith has the right to convey your property, which, of course, is the object for which the Power of Attorney was requested. The new Power now enclosed, I read over the phone to Jacobs and it is satisfactory to him.

There is another objection to your Power in that it is attested by the Commissioner of the State of New York. We have no such office in the State, but there is a Commissioner of Deeds for the various Cities for which they have qualified, but even so the Banks will insist upon the United States Consul certifying to the fact that the said Commissioner of Deeds, or the Notary Public, has authority to take such acknowledgment. I would advise that you have a Notary Public take your acknowledgment and then have the United States Consul re-acknowledge the same.

Since you have no defense to this action and since anyone who would interpose an answer on your behalf might be held for perjury for interposing a false defense, I did not put in an Answer for that reason and the time so to do has now expired as the attorney has refused to grant a further extension. He only consented to grant the extension until the receipt of the Power which you forwarded, but which was not sufficient and satisfactory in law for the reasons aforesaid.

This is one of those cases where we have to show the utmost good faith in order to get the attorneys and the Bank to co-operate with us so that they will realize that we are not trying to avoid just obligations, otherwise they could immediately take judgment against you and Mrs. Grey and sell the property

under Sheriff's Execution. Of course if the property is so sold it would be sold at a sacrifice and the amount so realized would not even liquidate the entire amount of the claim and they would have a judgment against you for the deficiency. however, if we convince them that we are acting in the best of faith they will co-operate with us in every way in order that they may receive the full amount of their claim under the most favorable circumstances to you.

As soon as you return we can make further arrangements with the Bank relative to this matter.

I am also enclosing herewith proxies for you and Mrs. Grey to sign so that we may vote your stock since the stockholders meeting has been adjourned in order that the majority of the Class "A" shares may be represented at the meeting.

With kindest regards and best wishes, I remain

Very truly yours,

RHTB:GDM

Encs.

UNIVERSUM-FILM
AKTIENGESELLSCHAFT
Kapital 200 Millionen Mark

Telegrammadresse: Ufafilm Berlin

Fernsprecher: Amt Nollendorf 9740 bis 9769

BERLIN W. 9.
Ufahaus am Potsdamer Platz

April 17th 1925

DIREKTION

Mr. Gray,
c/o. Mr. Smith,
12, Rue Aguesseau,
Paris.

Dear Sir,

We viewed the new Griffith film "ISN'T LIFE WONDERFUL!" which was presented to us under the new title "NO MORE WARS" with the attention and earnest scrutiny and interest due to a work bearing the name of so prominent a man as "Griffith". We regret very much, however, to have to state, that in our judgement the film does not come up to the expectations created through the very favourable reports of the American press, and we should like to give you the reasons for our disappointment.

The locale of the story of this film is Germany, and it is to be shown to the German public which, in this case, is the best judge of the matter. But the German public cannot possibly in this film recognize a true picture of the time it has gone through. The sufferings of the German nation were for the greater part different from those described in this film, although "hunger" was indeed one of the most terrible. It is a fact, and there is no reason to disguise it that, during the war and also for some time after, large circles of the German nation had hardly enough

UFA. 1001. 6000. 7. 24.

food to live on, and that the working class received salaries which lost their value at the very moment when they were payed, but far more cruel than these hardships were the mental sufferings to which we were subjected, and these the film totally ignores.

Naturally, one cannot, during a short stay in Germany, fathom the depths of the nation and arrive at a true conception of its customs and peculiarities. But, we who know and understand all this, cannot but see where the film errs and has not fully grasped the truth. For one thing, a German professor, the representative of a science known and valued throughout the entire world, would never act as he is supposed to do in this film. The other types of the German people are also incorrect in our opinion. The German public does not feel in the least bit hurt if war profiteers and people who have grown rich through underhand dealings are scorned and sneered at, and we can give you the names of our greatest men in literature and art, who have made these types a laughing stock and treated them with contemptuous sarcasm. We also think it only right to show, how poor students striving for knowledge are not ashamed to tackle any work, no matter what it be, but, on the other hand, one must expect of a film worth consideration that, besides representing certain tendencies, it should also trace a picture of the almost superhuman efforts of the German nation has been making in a strife lasting years so as to be able to lead at least a life worth living.

We Germans are also of the opinion that the love story in this film is equally incompatible to the German character. Compared to the true love which drives the lovers into eachothers arms, too great an importance has been attached to the materialistic basis of their matrimony.

We recognise, my dear Mr. Grey, that Mr. Griffith had the noble intention to set right false and ugly opinions that have been formed on Germany, an intention for which every German will be grateful to him. Quite apart of this fact, we should have been glad to acquire the rights for another product of Mr. Griffith's unique art of direction, but we in Germany must preach optimism, if we are to adapt ourselves to the great rhythm of the world's progress. Your film in its basic element is pessimistic, and we cannot see our way to propagate a production which glorifies a bushel of potatoes as the thing to be most coveted by German labbourers and German citizens.

If for the reasons above stated the film "ISN'T LIFE WONDERFUL!" appears unsuitable for screening in Germany it is still an expression of Mr. Griffith's earnest endeavour to bring about a re-aproachment of the nations which have been alienated through the long war, not only in the interest of Germany, but also for the common welfare of every nation on earth.

Very truly Yours

Universum-Film Aktiengesellschaft

TO ALL TO WHOM These Presents Shall Come WE ALBERT LYNDON GREY and ALMAH FRANCES GREY (Wife of the said Albert Lyndon Grey) of Carlton Hotel in the County of London SEND GREETING WHEREAS we the above named Albert Lyndon Grey and Almah Frances, his wife are possessed of and entitled to certain property and deeds and documents relating thereto in New York, United States of America N O W KNOW ALL MEN by these presents that we and each of us do hereby constitute and appoint DAVID WARK GRIFFITH of 1107 Longacre Building, New York, aforesaid to be our and each of our Attorney for us and each of us on our and each of our behalf in our and each of our names and on our and each of our behalf to grant, bargain and sell, mortgage, pledge or otherwise dispose of and use certain property of ours located at New Rochelle, New York, and also 317 West 100th Street, New York, N.Y. , or any part or parts thereof on such terms and on such conditions and to him shall seem meet and for us and in our names and in each of our names to make, execute, acknowledge and deliver good and sufficient deeds and conveyances for the same either with or without covenants and warranty and to sign, seal and deliver a mortgage or mortgages upon said properties or either or all of them with the usual power of sale and interest and insurance clauses and other usual provisions and covenants and also for us and each of us and in our names and each of our names to compromise, settle and adjust with each and every person or persons all actions, accounts, dues and demands subsisting or to subsist and in such manner as our said attorney shall think proper, hereby giving to our said attorney power and authority to do, execute and perform and finish for us and in our and each of our names, all and singular, those things

which shall be expedient or necessary or which our said attorney shall judge expedient or necessary in and about, for or concerning the property and/or premises or any of them, as fully as we, the said ALBERT LYNDON GREY and ALMAH FRANCES GREY could do if personally present, hereby ratifying and confirming whatever our said attorney shall do or cause to be done in, about or concerning the premises and any part thereof, hereby declaring that this Power shall be irrevocable until the 15th day of June, 1925.

IN WITNESS WHEREOF, the said Albert Lyndon Grey and Almah Frances Grey have hereunto set their hands and seals this day of April, One thousand nine hundred and twenty-five.

_____(L.S.

Signed, Sealed and

Delivered in the presence of: _____(L.S.

E N G L A N D)
City and County of LONDON) ss.:

On this day of April, 1925, before me the undersigned
personally came and appeared Albert Lyndon Grey and Almah Frances Grey to me known and known to me to be the individuals respectively described in and who executed the foregoing instrument and they severally acknowledged to me that they executed the same.

New York City,
April 17,1925.

Neil Hamilton,
Feldman Court,
Pelham,
New York.

Dear Mr. Hamilton:

Enclosed herewith, you will find payroll check in full for week ending April 18th.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.

SHARES REPRESENTED BY PROXIES RECEIVED

Almah Grey	700
Rebecca G. Witters.	266
H. Elmer Shoemaker	100
Greer, Crane & Webb.	13,880
Rec'd Baltimore since meeting. . . .	518
Rec'd Baltimore before meeting . . .	33,374
Mary McMahan	100
According to April 15 list.	348
From proxies having illegible signatures	446
Total April 17	49,752

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.

522 FIFTH AVENUE

NEW YORK CITY

WILL H. HAYS
President

TELEPHONE
VANDERBILT 8110

149

April 17, 1925.

CONFIDENTIAL

FOR INFORMATION OF MEMBERS ONLY

Mr. D. W. Griffith,
Mamaroneck, N.Y.

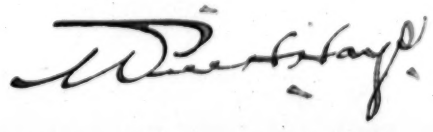
Dear Mr. Griffith:

In line with the purpose to exercise every possible care to the end that only books or plays which are of the right type are used for screen presentation; to avoid the picturization of books or plays which can be produced only after such changes as to leave the producer subject to a charge of deception; to avoid using titles which are indicative of a kind of picture which could not be produced, or by their suggestiveness seek to obtain attendance by deception, a thing equally reprehensible; and further to endeavor "to establish and maintain the highest possible moral and artistic standards of motion picture production", the following communication has been received by this office, indicating the opinion of the members as to what they should do in their efforts to carry out these purposes, since March eighteenth, on which date we notified all our members that certain books and plays had been rejected for picturization by certain of our members:

From a distributing and producing member advice received today, April 17, 1925, that they have declined to produce "One Hour - And Forever", this rejection being made on April 16, 1925.

With kindest regards, I am,

Sincerely yours,



hmh

April 16th 1925.

Messrs. Kohlman & Austrian,
27 Cedar Street,
New York City.

Re: Novello vs. Griffith.

Gentlemen:

Pursuant to our understanding I am enclosing check of D.W.Griffith, Inc. to your order in the amount of $2250.00 in payment of the principal of note due April 23rd 1925.

Kindly send me amount of interest item and we will take care of same.

Very truly yours,

GDM
Enc.

April 18th
19 28

Mr. Ed. Beatty, General Manager,
Butterfield Circuit,
Joseph Duff Building,
Detroit,
Michigan.

Dear Ed:

This is just a note to recall to your mind a conversation we had on my last visit to Detroit. You said at that time, that you felt fully convinced that your Circuit could well afford to pay a good man $200 a week to sit here in New York and review all the pictures and give you the "low-down" in other words, be Assistant Buyer of films with an office in New York.

I was very much in earnest Ed, when I told you that I would like to have the job even though we were joking about it. As you know, Mr. Griffith has now affiliated with the Famous Players and his pictures will be distributed through them, and consequently there will be nothing for me to do. While I am still with Mr. Griffith, and will remain with him for quite some time, I am at liberty to accept anything that I think would benefit me in the future, so I will appreciate it if you will seriously consider creating a position of that nature and I know that with my experience in all lines of the show business that I can sit in this office and save your Circuit many, many times my salary in film rental. Not only that, but would be able to pick out the attractions that would get you the most money during

your good reason therefore not matter
even of your very best words on black
film.

I would appreciate hearing from you at
your convenience.

With kind remembrance to Mrs. Dorothy and
best wishes to yourself, I am, as ever,

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MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF
JOHN C. PLATTEN
ACTING TREASURER

April 16, 1925.

Dear Mr. Banzhaf:

Recently one of our members received a letter from the Quaker City Finance Corporation, a copy of which is attached.

I think you will be interested in noting the attached copy of letter which we have received from the National Vigilance Committee of the Associated Advertising Clubs of the World which is self-explanatory and which you may wish to keep on file in the event that any approach is made to your Company by this concern.

Sincerely yours,

John C. Platten

Acting Treasurer

Mr. A.H.T. Banzhaf, Secretary,
D.W. Griffith, Inc.,
130 West 42nd Street,
New York City.

COPY

A.J. Crawford, President T.D. Just, Vice-Pres. Benj.A. Graves, Secy

W.T. Bryan, Treas. Geo. S. Squires, Oper. Mgr.

Philadelphia office
1808 Liberty Bldg.
Broad & Chestnut Sts.

QUAKER CITY FINANCE CORPORATION

1604 Pershing Square Bldg.
100 East 42nd St.

New York, N.Y.

March 24, 1925.

First National Pictures, Inc.,
383 Madison Avenue,
New York City.

Gentlemen;

Our company has started a new department to finance producers and distributors of motion pictures.

If at any time we can be of assistance to you in this particular we would like very much to have you take the matter up with us as we are in an ideal position to give you quick and prompt service.

Trusting that we may have the pleasure of doing business with you ere soon, we remain

Yours very truly,

QUAKER CITY FINANCE CORP.

(s) W.I. Payne,

For the Corporation

D. W. griffith collection
motion picture arts & sciences film library

COPY

NATIONAL VIGILANCE COMMITTEE

ASSOCIATED ADVERTISING CLUBS OF THE WORLD

285 Madison Ave. New York, U.S.A.

March 31, 1925.

Mr. J. Homer Platten,
Acting Treasurer,
Motion Picture Producers &
Distributors of America, Inc.,
469 Fifth Avenue, New York, N.Y.

Dear Mr. Platten:

Quaker City Finance Corp.
100 East 42nd St., N.Y.City.

Yes, I have heard of the Quaker City Finance Corporation and our files contain considerable information thereon. The secretary for the State of Delaware advised us that "the Quaker City Finance Corporation has been out of existence for a year having become inoperative and void March 31, 1923, and proclaimed by the Governor January 1924, for non-payment of taxes." The Secretary of State's letter shows the identical officers which appear on the copy of the letter which you submitted, with the exception of George B. Squired.

We find also that the same persons officered the National Guarantee Credit Corporation of 1206 Liberty Bldg., Philadelphia, Pa., and according to the annual reports filed with the Secretary of State, shows that for the year 1921 temporary receivers were appointed for the concern by the Court of Common Pleas No. 2, Philadelphia, Pa. The annual report filed January 1, 1924 for the year 1923 shows the company still to be active but does not set forth the fact that they are in the hands of receivers.

A consolidated balance sheet of the Quaker City Finance Corporation, a subsidiary of the National Guarantee Credit Corporation, as of November 30, 1923, shows total assets of $567,305.98, against which they have capital stock outstanding of $1,376,690.00, also subscription to capital stock amounting to $240,410.58, showing a possible impairment of capital. I also attach copy of communication of A.J. Crawford, President of the National Guarantee Credit Corporation addressed to the Philadelphia Board of Trade, Philadelphia, Pa. bearing the date of October 7, 1924, for your information.

Cordially yours,

(signed) E.A. Schwab

Special Representative

MUSEUM OF MODERN ART FILM LIBRARY

107

April 16th 1926.

Collector of Internal Revenue,
Third District,
57th Street & Broadway,
New York City. Attention Mr. Harry Newman.

Dear Sir:

I am herewith enclosing check to the order of Collector of Internal Revenue, Third District, for $1,000. drawn by D. W.Griffith Incorporated dated April 16th 1926.

Please credit on account of warrant against D.W.Griffith, Inc. , and oblige

Very truly yours,

GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MELVYN G. LOWENSTEIN

TELEPHONE BEEKMAN 3000

#27

55 Liberty Street

New York April 13, 1925.

Dear Mr. Griffith:-

I had the pleasure of meeting you last winter when Mr. Albert Gray brought me out to the Mamaroneck Studio to see the finished parts of the picture "America".

May I impose upon this acquaintance to the extent of asking you to grant an audience to a very dear friend of mine, a young lady who is most ambitious to get a position in the movies.

Respectfully yours,

Melvyn G. Lowenstein

Mr. D. W. Griffith,
Famous Players Studio,
Astoria, L. I.

MGL:SW

150th ANNIVERSARY BATTLE OF LEXINGTON

To [illegible]
from
Ernest B. Dowling

APRIL 19 AND 20, 1925

1775 — 1925

LEXINGTON, MASSACHUSETTS

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the text of this message it will be transmitted as a telegram. Otherwise the character indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the text of this message it will be transmitted as a telegram. Otherwise the character indicated by the symbol appearing after the check.

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1450 Broadway, New York "NWAT"

259N AID 9 COLLECT

LOSANGELES CALIF 1109A APR 20 1925

C M CONWAY

RM 302 LONGACRE BLDG NEWYORK

TAKEN CARE OF ASSESSMENTS AT SANPEDRO SIXTEENTH STREET

CARL STERNLY

230P

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

#29

Drew Griffith Studios
Priscilla Dean
Paramount
N.Y.

Trenor Drive
New Rochelle
New York
April 20, 1922

Dear Sir,

I saw in the newspaper the announcement that all the properties and costumes of the Griffith Studios are to be sold. I am going to be in the Senior Play our High School is giving this year and am very anxious to have a costume like the ones Miss Dempster wore in "America." I am enclosing two pictures taken from the book, one of which I should like very much to buy, if possible. I am very slender and I think, just the

these times. It would be very wonderful to have such a costume in my possession.

I hope there is some chance for me to buy a costume. I would greatly appreciate a word from you concerning it.

Truly yours
(Miss) Ruth Hill

same height and build as is this chapter. The costume pictured in the larger photograph is the one I should prefer but would think myself very fortunate to be able to obtain the other one. I should also like to buy the little short cape and hat that this hampter wore in one of the scenes from the picture. If you think you could do this for me, I could drive over to Orinda Point and get the costume.

Would you be willing to give me some idea of the price? I think "America" was wonderful and saw it four times and my little brother did me a few better and saw it

KOHLMAN & AUSTRIAN
[illegible] street
NEW YORK

171

April 20th
1926

Albert H. T. Banzhaf, Esq.
130 W. 42d Street
New York City

Dear Mr. Banzhaf: RE: MOVELLO vs. GRIFFITH

We are in receipt of check of D. W. GRIFFITH, INC. in the amount of $2250.00, which check when paid will be payment on account of the amount owing by your client. The check bears the notation "in full payment of note due 4/23/26". This, of course, is not correct by reason of the payment of the interest item. This will leave the sum of $1125.00 owing on Note No. 3, which sum is one-half of the face amount of the said note, the sum of $1125.00 having been heretofore paid. In addition to the sum of $1125.00 the following amounts of interest are still due and owing:-

Interest on Note No. 1	$30.00	
Interest on Note No. 3	52.50	
Interest on Note No. 4	64.13	
Protest fees on Notes No. 3 and No. 4	2.60	$149.23

making the sum of $1274.23 the amount of your client's remaining indebtedness.

Yours very truly,

Kohlman & Austrian

6-AWB

New York City,
April 21,1926.

Mr. Walker,
Motion Picture Capital Corp.,
342 Madison Avenue,
New York.

Dear Mr. Walker:

We have this day deposited in the Hamilton National Bank Checks aggregating $10,000which we received from the United Artists Corporation as income on our pictures.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

Complete

April 21st
19 25

Mr. Fred Westbery, General Representative,
Loew's Theatres, Inc.,
State Theatre Building,
Cleveland,
Ohio.

Dear Fred:

Have been out of town and only just returned. Found your letter regarding "Isn't Life Wonderful" awaiting me. I have today requested the United Artists to wire for Cleveland Representative, Mr. Martin Geller to furnish you gratis, all the 24-sheets and 3-sheets that you can post.

You know that I am always willing to co-operate, Fred, and I know how hard you will work to put it over. I only wish I could be there but I am afraid I can't make it.

With kindest personal regards, I am,

Sincerely yours,

D. W. GRIFFITH, INC.

April 21st
19 26

Mr. Edward L. Hayes,
Granada Theatre,
San Francisco,
California.

My dear Ed:

Please forgive me for not answering your letter sooner, but I have been right up against it with work. I did the best I could for Rose while she was here, trying to get her accomodations on the "Dublin" but it was impossible; she did however, get good accomodations on the boat she took. Mildred and I had her over at the house for dinner one night and right after that I had a terrible sick spell and was unable to leave my bed for over a week so I did not get to see her again. However, we sent her some flowers and wished her God-speed.

I am so glad to hear that you and Henry Duffy are getting to be quite pals. Please give him my very best and also his wife, Dale Winter. You might at your first opportunity, explain to Mrs. Duffy that she and Mildred went to school together in Philadelphia; she may remember her.

As you perhaps have heard, Mr Griffith is now affiliated with Famous Players and we are finishing up our duties around this office. I haven't made any future plans as yet, but am always ready for any offers that may come my way. Would appreciate your looking your situation over out there carefully and seeing if there isn't some opening for some quite bright and energetic young man like myself. You know we always talked about our being together in business and you always said when the opportunity arose, you would do your best to have me connected

with your organization. The time has come so far as I'm concerned and I sincerely hope you are still of the same mind now as you were then.

With very best wishes, old pal, and hoping to hear from you at your earliest opportunity, I am,
as ever,

New York City,
April 21,1925.

Mr. Hannon,
D. W. Griffith,Studio,
Mamaroneck,
New York.

Dear Mr. Hannon:

This will authorize you to deliver to bearer, Mr. Melville Nicoll, the boat which I spoke to you about over the 'phone this morning.

I have taken care of the financial arrangements on this.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

April 21, 1926.
1470 Broadway, N. Y. C.

Mr. H. Beekman,
John A. Ackert & Co.,
90 John Street,
New York, N. Y.

Dear Mr. Beekman,

I am enclosing herewith Union Indemnity Policies Nos. 92717 and 92710 covering liability and property damage on the La Voision and Hispano Suiza cars. Will you please have the necessary change made in these policies covering the fact that they are only out one at a time and both are operated by the one chauffeur, Harry Hayashi, and return the policies to me.

I note in your letter of April 10th your remark that the policies covering these cars should be endorsed to show that they are being operated from New York now and not from Mamaroneck. Kindly be advised that this is an error. Both cars are stored in the garage on our propertyin Mamaroneck and Mr. Griffith still maintains his permanent home there and will until such time as the studio is dismantled which will probably be for some months yet. Mr. Griffith's chauffeur still resides on the property and as stated above the cars are stored there and never in New York. One of the cars is used daily, sometimes not every day, for a few hours to bring Mr. Griffith from the studio in Long Island to his hotel, and then they return to Mamaroneck. In view of these facts I fail to see why New York City rates should be charged on the insurance and would appreciate it if you will kindly go into the matter for me.

Thanking you,

Very truly yours,

D. W. Griffith, Inc.

CC

New York City,
April 22,1925.

Miss Rusk,
United Artists' Corp.,
729 Seventh Avenue,
New York.

Dear Miss Rusk:

Will you kindly advise your exchanges throughout the country to ship all old prints of our pictures which have been taken out of service, prepaid, to our Studio at Mamaroneck, New York until such time as we advise you to ship them elsewhere.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

WESTERN UNION
TELEGRAM
NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT
The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

1925 APR 22 PM 8 04

SA80 77 7 NEWRA NL

HOLLYWOOD CALIF 22

J C EPPING

1107 LONGACRE BLDG CARE D W GRIFFITH INC NEWYORK NY

IN PAYMENT OF CERTAIN GOODS PURCHASED BY ME FROM BELL HOWELL CO

I HAVE ASSIGNED CERTAIN NOTE ENDORSED BY D W GRIFFITH IN SUM OF

$3000 ANY SETTLEMENT OR ARRANGEMENT WHICH YOU MAY MAKE WITH SAID

BELL HOWELL CO IS HEREBY AUTHORIZED BY ME IN SO FAR AS IT AFFECTS

SAID $3000 NOTESWHICH BECAME DUE FEBRUARY 14 1925

HENDRIK SARTOV 6141 AFTON PLACE APTS.

Campbell

April 28,
19 26.

Miss Evelyn Reis,
4900 Lake Park Avenue,
Chicago,
Illinois.

Dear Evelyn:

Well sweetheart, I guess you think I am dead or something. Such is not the case, but I have been darn sick and busy and between the two, haven't had a minute to do anything. I don't know when I am going to get out there again, but I'm thinking of you all the time, even so.

I have just written to Maury Rauh asking him to look out for a chair that I have ordered through his New York Office and to see that they make it right. I hope he does do that for me; guess he will.

Give my best to Ben and loads of love to yourself.

From Mildred and myself.

as ever,

April [illegible],
19[illegible].

Mr. Morris Hauh,
c/o S. Karpen & Bros.,
636 West 22nd Street,
Chicago,
Illinois.

My dear Hauty:

I have just ordered a chair from your New York Office in the name of H. W. Griffith so that I could get it wholesale price. Previous to this, I ordered a Davenport and a small chair; I particularly asked them to make it in Chicago and instead of that, they made it in New York and I must say that your New York factory doesn't know how to make them really good.

Since this time however, I have insisted that they make it in Chicago so the order should come through within a day or two after you get this letter. Will you please use your influence and see that the chair is made especially well. It is to be my own comfortable chair for reading in at night and if you do the right thing, you're going to know that I am comfortable every night of my life; otherwise, I will be most uncomfortable.

Will you look out for this and earn my ever undying gratitude.

With best wishes to everybody including yourself, I am, as ever,

Sincerely yours,

April 28nd 1925.

Mr. E.H. Hammons,
370 Seventh Ave.,
New York City.

Dear Mr. Hammons:

I am enclosing letter this day received from James A. Gillies of Mamaroneck relative to the dedicating of one of the streets to the Town of Mamaroneck for your consideration.

I am also enclosing copy of the letter which I have written to Mr. Gillies in answer thereto, which speaks for itself. If you will be interested in joining in this petition, which would seem on its face without having made a thorough inquiry, to be the proper thing to do, I will be glad to take the matter up when you get the time to consider the same.

Very truly yours,

AHTB/GDM

April 28nd 1928.

Mr. James A. Gillies,
Orienta Point,
Mamaroneck, New York.

Dear Sir:

Replying to your favor of the 21st last., her to advise that since the Griffith Company has contracted to sell its studio site to J.W.Hammons I deem it proper that I should refer your letter to him for his attention and I have therefore forwarded the same and no doubt as soon as the contract is closed he will take the matter up with you.

Mr. Hammons is at present abroad and will return some time during the middle of May.

Very truly yours,

ART P/CDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

COPY

LES ARTISTES ASSOCIES

Paris, France, April 22nd, 1926.

Mr. M. L. Malevinsky,
President,
Les Artistes Associes, S. A.
729 Seventh Avenue, N. Y.

Dear Mr. Malevinsky:

We have received your letters of March 24th with reference to increasing the capitalization of Les Artistes Associes.

The plan outlined was submitted to Coudert Brothers but they did not think it would be advisable to carry it out for the following reasons. It is of the utmost importance that we should not have any records of operations which might suggest that the United Artists Corporation or the artists comprising this organization, should have any important interest in the French company, as this might be construed by the French inspectors of corporations that Les Artistes Associes, S. A. was simply a branch of the American company, backed by them and not a bonafide French organization, operating independently, as our accounts and records have always properly indicated. The suggestion of Coudert Brothers to increase our capitalization by Fcs. 200,000 was recommended for two purposes: First, that with this amount actually paid in, our statements would show at least a little balance on hand which we cannot now since we have never had sufficient capital to operate; and secondly it was preferable to have a company of our importance with a capital stock of more than Fcs. 50,000. While it is impossible under the corporation laws here that a creditor may take payment in stock, Coudert Brothers stated that the plan you suggested would not actually improve our fiscal condition. They believe therefore, that it will be best to leave our capitalization as at present - Fcs. 50,000 until such future time as the artists might care to increase the shares by actual cash paid in for them. If we had not made a profit last year, it would have been necessary to increase our stock but since we have demonstrated in our reports to the Corporations inspectors that our company is now on a paying basis, with profits last year and again in January and February, we can doubtless get along for the present without any increase of capitalization.

Yours sincerely,

Guy Croswell Smith

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Benj. B. Taylor
Herman G. Kenkelle

Telephone
1000

Benjamin B. Taylor

Attorney and Counsellor at Law

No. 114 South Main Street
Port Chester, N. Y.

April 23rd, 1925.

Mr. Raymond A. Kluna,
C/o D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City.

Re: Feldt vs. D. W. Griffith.

Dear Mr. Kluna:

Mr. Feldt has advised me that he will accept your offer of $30.00 in settlement of the above matter. If you will forward your check for this amount, I will see that Mr. Feldt receives it.

Yours very truly,

Benj. B. Taylor

WESTERN UNION CABLEGRAM

Form 1281

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Received at

1450 BROADWAY, N. Y.

343N CJ 24

LONDON APR 23 1925

LCO GRIFFITH GREYGRAM 852

NEWYORK (GRIFFITH CARE D W GRIFFITH INC RM 303 1476 BWAY)

HEAR SPLENDID REPORTS NEW PICTURE WOULD YOU CABLE SUBJECT MATTER THAT I MIGHT USE TO PRESS BEFORE LEAVING REGARDS GREY

350P

COPY

ARTISTAS UNIDOS, S.A.
Mexico, D. F. Mexico

April 23rd, 1929.

United Artists Corporation,
729 Seventh Avenue, N. Y.

Attention Mr. Abrams.

Dear Sirs:

In regard to Mr. Steele's letter of March 30th, regarding a report on:

1. General business conditions in Mexican territory as referring to all lines of business.

2. A general statement as to what kind of business is being done at the box offices of motion picture theatres.

3. A general statement as to the business done by the various distributing companies in your territory.

I wish to submit the following:

The enclosed statement will answer the second point as it contains the Government figures on the box office business for the first quarter of this year and comprises the statements from all the operating theatres in Mexico City. You will note that I have drawn the statement so that the figures may be added month by month so that you will have a current index as to what all the theatres in the city are doing.

Due the fact that programs during the week are composed of two and sometimes three pictures, it is impossible to check accurately the business done by anyone production and as far as seating capacity is concerned, it would be of little use in this country to take it as a basis of capacity business, because of the fact that in the galleries of all the large theatres people sit on benches and do not have chairs. The average price prevailing was 40 cents U.S. on Sundays and 15 to 20 cents U.S. on week days. I will send you the figures from month to month which can be added to this summary.

With regard to the first paragraph.

The business conditions in Mexico are very closely related to the Government; that is true of National, State and Municipal affairs. Due to the stamp system of taxation the government has access to the books of every corporation and individual doing business in this country. General Calles, President of the Republic, has announced a policy of governmental economy and so far has succeeded, as far as we can gather here, in operating this country on a very economical basis and in fact, out of what he has saved, has paid back most of the salaries due government employes and is now about to finance the government obligations to merchants in this country. On the other

hand he has levied certain taxes and is vigorously collecting an income tax on incomes and salaries of over a hundred dollars a month. There is also a consistent pressure being applied upon the mining and petroleum companies to increase their taxes which is giving a very uncertain tone to the operations of these companies which greatly effects all other business and the government as well, because these two industries are the chief sources of wealth.

Agriculture due to the devastation produced by the revolution and destruction of implements and the idleness of fields is at an extremely low level. Furthermore, one of the cardinal points of the revolution was the distribution of land to the peons. To accomplish this properly would take a very highly developed and honest government, backed up by the cooperation of a very superior type of citizen. Both these essentials are lacking here and consequently while the land is still being distributed to the peons it is being done in such a way that it has defeated its own end and has practically ruined the agricultural industry in this country, as is shown by the import figures on food stuffs. It has furthermore discouraged the large land holders from investing in machinery, irrigation production, and other improvements, because they know that while the agrarian commissions are operating they have no security that the land will be allowed to remain in their possession. The minute they make any part of their farms attractive, the head of the local commission will undoubtedly call upon them and either request them to take practically worthless bonds in exchange for their property or else buy the official off, which is an expensive and annoying procedure. The peons on the other hand, while they have land, have no money with which to develop, so that they way the situation probably will work out will be that in a few more years everybody concerned will understand through experience the utter impossibility of operating under this basis and the land will go back into the hands of those who have the capital to work it.

Right now, however, this situation is of paramount importance politically and presents the same situation as our prohibition law in the States. Everybody realizes that it does not work, but nobody has the courage to come out and try to do something about it. There is a movement on foot to apply the same principle to City property and it has gone to the extent that one of the Congressmen has drafted a law that any individual should not own more than five houses and that houses in excess of this number should be fitted out for the accommodation of the laborers. The labor situation at the present time is rotten and like Macbeth's hand all the perfumes of Araby could not make its aroma pleasing to the nose, or words to that effect.

The country is more highly unionized than the United States and even the ragged dirty men, women and children who pick up a scant living through selling lottery tickets on the streets have their own union, paying dues to it.

Every industry has as many unions as they have types of work in it and some of them have two. The whole thing is beautifully organized; it has a set of principles that are reminicent of the French revolution and due to the lack of organization against them, they have been able to put over so much on the employers that right now they are the most arrogant, insolent and unreasonable class of people in the world. They have practically won every strike that has been held during the last three years and their latest stunt was the passing of a National

law requiring all employers to furnish chairs for laborers whose occupations demand that they be on their feet the greater part of the day, in order that they can rest themselves when they feel that there is any possibility of their collapsing from overwork. Men who can neither read nor write and who have not ten dollars worth of property in the world, are now discussing among themselves and with their employers on fairly utopian philosophies, dealing with the rights of men and following the example of our old friends Rockefeller and Morgan, are addressing all that they come in contact with as "companeros". The old time courtesy which existed between laborers of a plant or business and they man who was running it has been practically wiped out and they all feel that not only are they better than their bosses, but that they have greater business ability. They will strike on the least provocation as was shown by the recent experience of the Consolidated Rolling Mills, which is the biggest enterprise of its type in the country. This whole plant was tied up for five weeks simply because a laborer wx had been engaged in one of the departments and the man found out that he belonged to the Knights of Columbus and insisted that he be discharged.

Labor in this country has struck the pose of not belonging to any religion and there is a movement on foot forced by certain elements among the laborers of founding their own national church and they have even gone so far as to get hold of a church and have appointed a Bishop. The Catholic church in this country, while dormant, since 1912, is still the most powerful social influence, but labor is against it and the Government is in a rather embarrassing position. There are laws regulating the number of priests for a city and laws forbidding any public religious demonstrations, laws requiring that only native Mexicans officiate as priests and in one of the outlaying cities, two weeks ago, there was a battle in a church between the catholics and the laborers, during which several people were killed and a large number were wounded. The Government realizes that they cannot push the church to the wall and while it gets out a lot of red hot propaganda of what it is going to do to the church, there is usually very little of its program actually put into effect. These fellows down here are the greatest sleight of hand artists in the world and together with this they have a great aptitude for ventriloquism as well as a decided and unique talent for both quick and short changing. In every possible way the labor element is out to get anyone who has a stake in the country or his own business or a little money laid up. They are shortsighted and the greater part of what they try to do takes the form of annoyance. They have not the capacity to carry through a constructive program. They are all out to get what they can today and more, if possible, tomorrow. It is a dog in the manger proposition all the way through and the only real solution that I have for the situation is for them to keep on going just the way they are, until they have pushed things to a point where capital will unite in self defense and let them all starve and then take them back to work on its own terms.

There are going to be a few years in this country of very serious labor troubles. It is going to be an outstanding issue in the next presidential campaign, because as the dope goes now, Morones who is Secretary of labor in Calles Cabinet and who is also the master mind of the labor organization is out for the presidency. Consequently, he has to play ball with his followers and the only way of doing this in this country is to do everything they want.

The financial situation may be worked out in the course of several more years through the establishment of a sole bank of issue which will put paper money on the market and set up a more elastic credit machinery. There is practically no commercial paper business and the only acceptable collateral for loans is through mortgage.

As far as business is concerned everything depends upon Pres. Calles. If he holds his position to the extent where he can fire Morones and dismantle his organization, everybody doing business in this country will insist upon his canonization.

One lad here, several months ago missed out by a few inches on being the next president; he took a shot at Morones but the bullet missed his heart.

The United States at the present time has very able and shrewd representation. Americans are see high at the present time on account of the way they recognition situation was handled and because Coolidge fixed it so that the De la Huerta revolution could get no arms and cartridges into the country. The English, on the other hand, are out of luck and as most of the recent labor agitation has been against English capitalists, we feel that a good deal of these difficulties have a distinct political flavor.

As far as the third paragraph is concerned, it iswery hard to get a good idea of just what the other companies are doing on account of the fact that all of the managers are smoke screen experts and only allow a rift in the cloud to display some particularly glowing figment of their imagination.

Paramount seems to be x in a very healthy condition although they are struggling under a terrific overhead. Yet they have enough product to keep on going. They are not making a third of the money they should, but THE TEN COMMANDMENTS went very well and brought them in a good return.

Several weeks ago, Mr. Able, General Foreign Manager of Fox came down here to look over his plant and he had not been here for more than ten days when the office had to wire for funds to meet their overhead expenses. Their local Manager subsequently departed from New York and they are not training a man in theirhome office to take over Mexico. It is my belief that they have lost money consistently.

First National is pegging along and due to its volume of pictures is making some money.

The Univeral Pictures Corporation recalled their local manager and sent down a high powered go-getter to revolutionize the business. He started in by discharging practically all his old office force, got into hot water with the unions and took on as his right hand man the biggest crook in the business. One of the known results of his activities was the cancellation of all Universal contracts in Chihuahua by Calderon y Salas Porras, who control a large circuit in Chihuahua and who have the best market for serials in the country. They have stated that they will never take any more material from Universal under the present management.

Jennings is more or less in business and I have a hunch that he is distributing Harold Lloyd for his own account, although the ostensible distributor is a man called Lemama.

We are not making very much money for the simple reason that we have nothing to sell. The stage, however, is set for real business when our new productions get down here and I hope that all efforts will be made to help the pirate as much as possible.

Sincerely yours,

ARTISTS UNION, U. A.

Harvey Sheehan.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 8,1924
19 25

Mr. A. G. Hanby, General Manager,
Wilson Chemical Enterprises Co.,
800 Insurance Exchange Building,
Michigan & John R Streets,
Detroit,
Michigan.

My dear Sir:

Thank you for your letter of the 30th. I am looking forward to seeing you here around May 1st.

There are many things happening around here which I know will interest you.

With warm personal regards, I am,

Sincerely yours,

The Allied Artists Corporation Ltd.
No. 88 Wardour Street,
London, W.1.

Directors
Sidney Bernstein
Nathan Burman
Dennis F. O'Brien
Douglas G. Stocker
F. M. Chapelle
Secretary
Telegrams
Telephone
Telephone Nos.

IN YOUR REPLY PLEASE QUOTE

THE LONDON PAVILION
PICCADILLY CIRCUS
LONDON, W.1.

23rd April 1925.

D. W. Griffith, Esq.,
1107, Longacre Building,
1476, Broadway,
NEW YORK CITY.

Dear Mr. G.

When I arrived in Berlin with "ISN'T LIFE WONDERFUL" I received the greatest shock of my life. We showed the picture to Pommer and Jacob, the Ufa people. They told us the picture would not go in Germany. Jacob is the man who does the booking for the Ufa people. I am enclosing a letter from Mr. Pommer in which he expresses himself quite freely. Both Jacob and Pommer said they could not handle the picture. I suggested we should give it a showing for the trade and press. They advised strongly against this, saying however they would lend me any assistance they could but would not permit their names to be used. I then suggested that we try it out in a picture house without any advertising whatsoever in Berlin, just as we do in America and see what reaction there would be from the audience, but this was impossible, owing to the fact that in order to show an American picture you have to buy a German film in order to secure a licence. This would would cost several thousand dollars, and of course, I did not take a chance.

Pommer says there is no question that this film being shown in America will do Germany, as a country, an enormous amount of good, but to the Germans, it is anti-German.

Then we showed the picture to a Russo-German concern located in Berlin, but were told the picture would not go inGermany, but they would consider it for Russia, thinking possibly they could use it there for propaganda purposes.

We then had Mr. Hubsch of the Trans-Oceanic film Company

The Allied Artists Corporation, Ltd.
No. 88, Wardour Street,
London, W.1.

THE LONDON PAVILION
PICCADILLY CIRCUS
LONDON, W.1.

Dr. Griffith, Mag (contd) 23rd April 1928

and his partner, Mr. Fritsi, who have represented us in Berlin for several years look at it, and after they had screened it, they gave us the same report - that they were very much afraid no one would distribute the picture in Berlin.

Hubsch is writing you direct his opinion of it, as per my request.

Guy Smith showed the film in Paris to some other people who buy for Russia and Poland. They all gave the same report, saying it was too gloomy and lacked entertainment value, and they were sure it would not go in Poland, but in Russia it might be used for propaganda purposes. However, they have not given us any substantial offers for Russia, intimating, however, that they might be from 1,500 to 2,000 dollars. It seems to methe only thing to do is to hold it off for a time, until conditions may change. It seems the general opinion is that the film is too gloomy and brings back too vividly the hardships which the German people and the Poles have gone through and which they are trying to forget.

The Nationalists, whom I believe are the supporters of von Hindenberg do not want it because it is a preachment against war.

Mr. Pommer said that when he was in New York with Dr. Kalman they both thought it a very splendid film and he still thinks so, but he is confident that the German people will not receive it, so thats that.

With reference to the showing at the London Pavilion in England receipts are as follows, and as a means of comparison, I have given the first week's gross of the two Famous Players pictures "FORBIDDEN PARADISE" and "NORTH OF THIRTYSIX", for the first three weeks.

The Allied Artists Corporation Ltd.
46-48 Wardour Street
London, W.1.

THE LONDON PAVILION
PICCADILLY CIRCUS
LONDON, W.1

D.W. Griffith, Esq.

	"ISN'T LIFE WONDERFUL"	"NORTH 36"	"FORBIDD. PARAD"
1st week's Gross.	£336. 0. 1.	£664. 18. 1.	£955. 2. 1.
2nd week's Gross.	400. 8.10.	709. 16. 8.	£1077. 6.11.
3rd week's Gross.	406. - -	524. 10. 3.	£833 2. 5.

Our business, of course, is very bad, but the Fox people had been running a series of their programme pictures at the "Empire" theatre before we opened here, charging 6s.6d. and giving five shows daily, and of course, Famous Players have been running their pictures at the Pavilion. None of their attractions since "MONSIEUR BEAUCAIRE" have been really Box Office attractions. I only learned the above, of course, since my arrival, but had, not withstanding the above, hopes that our receipts would average about £1000 a week, but unfortunately, they have fallen much below that.

We have given a splendid presentation and while most of the reviews were not good, we have got several very splendid ones during the run in some of the weekly papers and magazines.

There is no doubt however, that there has been a lot of mud-slinging about this picture before we arrived in London, and the Press, or a very large per-centage of them, had made up their minds about the picture before seeing it. They were very sure it was German propaganda . This is due, in a degree, to the reaction on "LOVE AND SACRIFICE". I think they resented the presentation of that picture very strongly, and dared not come out into the open and say so, but the feeling had to assert itself sometime, and "LIFE" was their opportunity.

I expect to arrange for a "HEARTS OF THE WORLD" showing before I leave. I doubt if I will be able to do anything with "HOME SWEET HOME". I have shown it to several, but with little response. Mr. Hammond and Jack White are over here. White is going back on the same boat that we are - the "Olympic" sailing on the 30th.

The Allied Artists Corporation, Ltd.
86-88 Wardour Street,
London, W.1.

Directors
Cable Address
Telephone
Telephone No.

IN YOUR REPLY PLEASE QUOTE

LONDON PAVILION
PICCADILLY CIRCUS
LONDON, W.1.

D.W.Griffith, Esq.

Jack White says as soon as he gets back to Los Angeles he will re-vamp "HIS DARKEN SELF", make practically a new two-reeler out of it at a nominal cost, and Hammonds has promised to distribute the film. Hammonds feels confident we shall get about £40,000 out of it, net. Just what division will be made of this I do not know. Hammonds has sunk £25,000 in this picture and, of course, he is going to get as much of this back as possible. However, I think he will be very fair about the matter.

I hear some very splendid reports about your latest picture, and I sincerely hope they are true.

I shall be very glad to get back to America, or somewhere, where I can hear some good news, whichever country that may be.

With best wishes,

Sincerely,

Albert

New York City,
April 24,1928.

Empire Trust Co.,
47th Street & Fifth Ave.,
New York.

Attention of Loan Dept.

Gentlemen:

Under date of April 20, the United Artists' Corporation paid to you $4,307.17 to apply on our loan in the amount of $250,000.

Will you kindly acknowledge to this office, receipt of this payment and any subsequent payments which you receive from the United Artists.

Will you please give this you kind and immediate attention?

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

1476 Broadway
New York
April 24, 1928

Mr. Joseph F. Hitges,
Editor of "Volksfruend",
Broadway,
Buffalo,
New York.

Dear Mr. Hitges:

During our talk at Buffalo, I promised to write you and give in detail just where the different scenes of Mr. Griffith's "Isn't Life Wonderful" were taken in Germany.

First of all, Mr. Griffith and his party stopped for nine weeks at the Bristol Hotel in Berlin and all the scenes were taken within fifty miles of that place.

You specifically mentioned the woods as not looking like German woods. These scenes were actually taken in Crampnitz and Sacrow. The scenes of the sail boats and water were taken in Potsdan and Werder; the scenes of the potatoe patch were taken in Grunaw and the scene of the ship wreck in Copenick.

Now the little streets where much of the action takes place including the place where the woman gets a crust of bread, and which you failed to recognize, were taken in Old Berlin near the Castle in the neighborhood of the old prison which was a prison 150 years ago. It was taken in the alley next to the beer restaurant called, Zum Alten Nusbaum which I am told you should surely recognize.

After my talk with Mr. Griffith, I was positive that I was right when I told you that everything was actually taken in Berlin and not any of it in Poland or any other country.

I would appreciate a reply to this letter letting me know if you can now reconcile with this information, the discrepancy cases.

Thanking you for your cooperation which I know we will receive, I am,

Sincerely yours,

D. W. GRIFFITH, ESQ.

EWG:EG

New York City,
April 24, 1928.

California Bank,
625 South Spring Street,
Los Angeles,
California.

Gentlemen:

In reference to your letter of April 16th, in regard to Miss Frances Bermudez, we take great pleasure in recommending this young lady.

She was in our employ for a period of 4 years during which period she rendered very satisfactory service. She is a person of high character and integrity.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

STATE OF NEW YORK

STATE TAX COMMISSION

IN REPLY REFER TO INCOME TAX BUREAU DIVISION

44-27113

TAX DEPARTMENT

ALBANY

Copy to Collection Division

INCOME TAX BUREAU

Banshaf & Pembleton, Esqs.,
Bush Terminal Bldg.,
130 West 42nd St.,
New York City.

APR 24 1929

Re: Additional Assessment
#283687 issued to Mr.
David Wark Griffith.

Gentlemen:

This acknowledges receipt of your letter of April 10th with respect to the above matter.

The additional explanation presented therein with respect to the deduction claimed by the taxpayer for loss sustained through guarantee of the indebtedness of the Wark Producing Corporation has been duly noted but you are advised that deductions of this character are not authorized to nonresident taxpayers of the State. A nonresident taxpayer is taxed only upon certain income received from New York State sources and is entitled only to deductions for expenses or losses sustained in the production of such taxable income. Any profits which may have accrued to the taxpayer as a result of his investment or guarantees in or for the above mentioned corporation would have constituted nontaxable income under the Statute. The fact that the corporation was organized under the Laws of the State of New York or was actually doing business within the State of New York is not material. Profits derived through dividends or sales of any interest in the corporation are statutory tax exempt.

It appears therefrom that the assessment issued for the additional tax based upon the disallowance of the deduction as claimed is issued in accordance with the Statute and is, therefore, confirmed.

Very truly yours

THE STATE TAX COMMISSION

By Roy H. Palmer

Roy H. Palmer,
Assistant Director,
Chief-Audit Division,
Income Tax Bureau.

RSC/AHJ

TELEPHONE
CHECKERS 1000

MACFADDEN PUBLICATIONS
Incorporated
Macfadden Building
1926 Broadway cor 64th Street
New York, N. Y.

Physical Culture
True Story Magazine
True Romances
Macfadden Fiction Lovers'
Dream World
Dance Lovers' Magazine
Muscle Builder
True Detective Mysteries
Movie Weekly
Radio Stories

April 24, 1926.

Mr. D. W. Griffith,
1476 Broadway,
Longacre Bldg.,
New York City.

Dear Mr. Griffith:-

I am quite sorry I did not get an opportunity to accept your invitation sent a few days ago to see you work on location as I am quite sure I would have keenly enjoyed it.

We have just recently signed a contract with Irving M. Lesser to release a number of True Story five reel films that we intend to make. They will be used simultaneously in the True Story magazine at the time they are put out to exhibitors.

I don't suppose you have ever had time to read a copy of the True Story magazine. I am quite sure that you will very much like the character of these stories. They have the heart throb, human touch that you know so well how to put on the screen.

I am wondering if you know of a director whom you might consider a "comer" that you could recommend to me to make these pictures. We do not intend to use stars in the pictures as they will be presented as nearly as possible like the stories are written and all these stories are presented in the first person. We do not expect to use any elaborate scenes in these pictures and the cost is supposed to be kept within $25,000. If you know of a director that you could recommend I would consider it a great personal favor if you would telegraph me his name and address at my expense on receipt of this letter.

Hoping to see you sometime in the near future and be able to get better acquainted with you, I am

Sincerely yours,

Bernarr Macfadden

BM/K

FILE

John A. Eckert & Co.
INSURANCE
100 John Street
New York

TELEPHONE BEEKMAN 8700

IN RE

INSURANCE EXPERTS
FIRE PROTECTION ENGINEERS
SPRINKLER EQUIPMENTS
A SPECIALTY

FIRE INSURANCE
MARINE
RAILROAD TOURIST AND
OTHER FLOATERS
RENTS AND LEASEHOLD
USE AND OCCUPANCY
SPRINKLER LEAKAGE INSURANCE
BURGLARY AND PLATE GLASS
ACCIDENT AND HEALTH
INDEMNITY BONDS
LIFE INSURANCE

LIABILITY
EMPLOYERS ELEVATOR
CONTRACTORS AUTOMOBILE
PUBLIC TRANS
LANDLORD GENERAL
STEAM BOILERS
WORKMENS COMPENSATION

April 24, 1925.

D.W.Griffith, Inc.
1476 Broadway
New York City

Gentlemen: Attention Miss C. Conway

We have your letter of the 21st regarding the La Voisin and Hispano Suiza cars, and note that a warranty can be taken that but one car will be used at a time and that the chauffeur will be Harry Hayashi.

We will endeavor to have the two cars combined under one policy so that advantage can be taken of the lower rate. This will necessitate cancelling the two outstanding policies of the Union Indemnity Company #92717 and #92710 and re-writing the same. We are, therefore, enclosing herewith releases that should be signed by Mr. Griffith in order to permit you to retain the liability policies in your possession in the event of a future need.

We also note that the cars are garaged in Mamaroneck and that Mr. Griffith still retains his permanent home there. With regard to the fire, theft and collision policy of the National Union, we are revising the rates so as to have they conform with Mamaroneck rates, also having the garage location changed to Mamaroneck.

As soon as you return the enclosed releases to us, we shall be glad to proceed with the issuance of the new policy.

Yours very truly,

JOHN A. ECKERT & CO.

H W Beekman

HWB:N
Enc.

Form 1100

CLASS OF SERVICE DESIRED	
Full Rate	
Half Rate Deferred	
Cable Letter	
Week End Letter	

Unless a full rate or a special rate is specified, this message will be transmitted at the reduced rate for the service selected, subject to the terms on back hereof.

WESTERN UNION CABLEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Number
Number of Words
Time Filed

Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to

April 28, 1928.

Deferred Rate

Gray
Hanaif
Landon
Rugland.

Subject matter comedy drama after the play stop big circus carnival stop society scenes stop Lots of comedy and good heart interest stop Officials who have seen picture most enthusiastic kindest regards

Griffith

Chas. W. Griffith, Inc.

April 25th,

19 25

Mr. Harry D. Buckley, Gen. Manager,
Pickford-Fairbanks Studio,
Santa Monica Boulevard,
Hollywood,
California.

Dear Harry:

Thank you very much for your letter of the 10th.

When I wired Mr. Fairbanks regarding a position as Eastern Sales Representative, it had just come to my attention that Maurice Cleary had resigned his position and I was under the impression that you would need someone here to co-operate with you out at the coast.

If, in the near future, you find your duties too numerous and heavy at the coast to adequately take care of the New York Office as well, I would appreciate it very much if you would keep me in mind and present my name to Miss Pickford and Mr. Fairbanks if the occasion arises.

With kindest regards,

Sincerely yours,

124

April 27th 1925.

Tec-Art Studios, Inc.,
316 East 67th Street,
New York City.

Gentlemen:

We beg to advise that we have received from you this day check for $8,000. in accordance with Bill of Sale of the personal property of the Griffith Company at the studio as per terms of said agreement. I also beg to advise that we have received two notes, one for $8,000. payable May 4th 1925, and the other for $5,500. payable May 7th 1925, as called for by the terms of said instrument and as collateral security to the payment of said notes we are holding the aforesaid assignment this day delivered to you and as soon as the last note is paid this will be redelivered to you.

In the meantime you may remove furniture and props in the Studio but you are not to remove the lighting equipment, cable, etc. until the final payment is made. You may have, without cost, at least two (2) months within which to remove said property.

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Original copy of assignment taken by Mr. Epping
3rd copy given to Tec-Art unsigned
GDM

AHTB/GDM

KNOW ALL MEN BY THESE PRESENTS: That D. W. GRIFFITH INCORPORATED, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, having an office at #1476 Broadway, City and State of New York, party of the first part, in consideration of the sum of Fifteen Thousand Five Hundred ($15,500) Dollars, to it to be paid by TEC-ART STUDIOS Of the City and State of New York in installments as follows:

Five Thousand upon delivery of these presents;

Five Thousand ($5,000) Dollars payable May 4th, 1925 and secured by its note payable on that date;

Fifty-five Hundred ($5500) Dollars payable May 7th, 1925 secured by its note payable on that date, has bargained, sold granted and conveyed, transferred and delivered, and by these presents does bargain, sell, grant, and convey and transfer and deliver unto the said party of the second part, its successors and assigns, the following goods and chattels now situated and located on real property of the party of the first part known as the "Studio Property" and located at Orienta Point, Mamaroneck, New York:

All the personalty now situated at the Griffith Studio and including motion picture props, lighting equipment, office and other furniture, wardrobe, wagons, lights, remote control system and wiring, all cables, large exhaust fans, switch boards, and all other equipment, and personal property of any and every nature now on said premises, with the exception of farming implements, contents of the laboratory, contents of the generator and transformer rooms, and all articles pertaining to the generator and transformers and which are now in the storage room adjoining transformer room, with the exception also of two automobiles and all personal effects belonging to and owned by D. W. Griffith individually, contained in the house formerly

occupied by Mr. D. W. Griffith at said Studio.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns, FOREVER. And the said D. W. Griffith, Incorporated does for itself, its successors and assigns, covenant and agree to and with the said party of the second part to warrant and defend the said described goods hereby sold, unto the said party of the second part, its successors and assigns, against all and every person and persons whomsoever.

IN WITNESS WHEREOF, the Griffith Corporation has caused these presents to be signed by its duly authorized officer and its corporate seal to be hereunto affixed this 2nd day of April, 1925.

D. W. GRIFFITH, INCORPORATED.

By_____

Treasurer

JAMES PIPER
FRANCIS J. CAREY
J. MANNISTER HALL, JR.
JOHN S. SHORT
G. LIST WARNER
EVAN O. LLEWELLYN
GEORGE S. NEWCOMER
JOHN H. JACKSON
E. HENRY FROST

LAW OFFICES
PIPER, CAREY & HALL
CALVERT BUILDING
BALTIMORE

CABLE ADDRESS
"THEMIS"

April 27, 1928.

Mr. Albert H. T. Banzhaf,
130 W. 42nd Street,
New York, N.Y.

Dear Sir:

We are enclosing a number of communications received with the proxies. According to the pencil notations on the proxies received since last writing you, proxies representing 10,766 shares have been received.

We understand that you will forward the certified list of stockholders to us within a day or two so that we may check the proxies over before the adjourned meeting on May 4.

Very truly yours,

encs.

Piper, Carey & Hall

PROXIES AND LETTERS

Maracaibo, Venezuela,
March, 16, 1925.

D. W. Griffith, Inc.,
120 West 42nd St.,
New York, N. Y.

Att:- A. H. T. Banshof,
Secy.

Gentlemen:

On August 22, 1924, I wrote you, asking for certain information concerning Class A Stock, D.W.Griffith,Inc.

Receiving no answer to this letter, I again wrote, on February 10,1925, stating that I wanted certain past statements sent to me, and also wanted to know why I have received no dividend since June,1921.

In answer to this last letter, I have to-day received from you a stock letter, stating that each of my shares, for which I paid $ 15.00 each, are to be bought in at $ 3.00 or $ 4.00 each and that the stock I get in exchange will lose preference as to dividends and possibly assets.

Kindly answer my letter of February 10th and also tell me why, if Class A Stock has preference as to dividend, there has been no dividend declared ~~to~~ on this Stock. And, since it has preference as to assets, why I am to be paid only $ 3.00 or $ 4.00 per share, since the Company is voluntarily liquidating and selling their real estate and fixtures,etc. Why should I not receive at least what I put into it-$ 15.00 per share.

Also tell me how, or under what conditions and circumstances, or when, I can expect to get a dividend, or my $ 15.00 per share, which you are supposed to pay upon liquidation.

In the last Statement I received, Nov. 30,1923, you say that after the completion of "America",by ceasing production for a number of months, sufficient surplus would accumulate to take care of dividends. Please be kind enough to tell me where these dividends are and where all the money has gone.

I expect, as a Stock-holder, to receive, by return mail, a direct answer to all I have put forth here in this letter.

Very sincerely,

Ralph H. Rankin

Ralph H. Rankin.

Standard Oil Co.
MARACAIBO, VENEZUELA.

Mar 27 1915

East Freetown
Mass

D. H. Crisbile Secretary

Dear Sir

I have got some stock in D. H. Crisbile Refiner Now I have never received a cent of dividend yet. I have learned that there are people around me here that is receiving dividend please let me know by return mail what is wrong.

Yours Truly

Frank H. Fagan
Freem Fighway
East Freetown
Mass

R F D 1

March 28, 1925

D. H. Griffith Inc.,

Gentlemen:

Please change my address from 204 N. Onondaga St. Syracuse to 268 Holland St. Syracuse

Best wishes for the future success of the corporation so they may again pay dividends.

Very truly yours

Martha S. Keating

268 Holland St.
Syracuse, N. Y.

Boston Mass.
Mar. 28/1914.

Gentlemen:-

I wish to call your attention to the fact that I haven't received any dividend on my stock for the past few years.

Please answer at once and oblige me the same.

Yours truly
Harry Slager.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

NOTICE OF ANNUAL MEETING

D. W. GRIFFITH, INCORPORATED

Notice is hereby given that the annual meeting of stockholders of D. W. GRIFFITH, INCORPORATED, will be held at the office of the corporation, Room 607, Calvert Building, 101 East Fayette Street, Baltimore, Maryland, on April 6, 1925, at twelve o'clock noon; the purpose of said meeting being:

1. The election of a Board of Directors.
2. To take the vote of and/or receive at said meeting, and/or after any adjournment thereof, to receive from time to time the consent or consents of the holders of a majority of the Class "A" stock authorizing and confirming the sale of the studio property of the corporation at Mamaroneck, New York, according to a certain contract, dated January 2, 1925, between the company and E. W. Hammons of New Rochelle, New York; and authorizing the sale of said property, or any or all of it, or of any or all of the remaining real property and improvements thereon, if any, from time to time thereafter as the directors in their judgment at any time may determine to be for the best interests of the company.
3. To take action upon a resolution of the Board of Directors declaring it advisable that Sub-divisions (1) and (3) of Section VI of Article E of the certificate of incorporation be amended so as to read as follows:

   (1) Dispose (by sale, consolidation, merger, lease or otherwise) of the property and business of the Corporation substantially in their entirety; provided, however, that the sale and/or pledge of films in usual practice of the business shall not be deemed to be limited hereby;

   (3) Create or assume any mortgage securing the issue of bonds other than purchase money mortgages;

and for the transaction of such other business as may properly come before the meeting.

By Order of the Board of Directors,
ALBERT H. T. BANZHAF,
Secretary.

DATED, March 21, 1925.

F. T. DUDLEY,
603 N. TIOGA STREET
ITHACA, N. Y.

Ithaca, N.Y. Mar. 28. 1900.

D. K. Griffith Comp.

Gentlemen

Enclosed find policy. Is there any way I can get my money, or any part of it out of this affair! I was promised enough big dividends when I bought the stock, but none have materialized since the $5.00 was taken on your receipt of my check. Am willing to take a loss to get rid of it.

Yours C. F. T. Dudley.

Kansas City
Nov 28th 1921

To
Gentlemen

In regards to your letter will state that I am not in favor of anything but a liquidation of everything and give all those who lost money and while there is something because at least there will be nothing it will all be eaten up for but salaries. In a few

The company has never paid out one dividend, I could be arrested if i would tell you what i think of the whole affair

Alfred Berger
2912 Kansas Road N.J.

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY

CENTRAL NEW ENGLAND RAILWAY COMPANY

#844 MAIN STREET

Springfield, Mass., March 26th, 1925.

Messrs. D. W. Griffith, Inc.,

#101 East Fayette Street,

Baltimore, Md.

My dear Sirs:-

I have signed and am returning herewith Proxy covering my vote in the Annual Meeting to be held at Baltimore, Md. on April 6th, 1925.

Yours respectfully,

A. A. Chilson

A. A. Chilson

MRS. HARRIET B. NEWBERRY
17 NORTH MAIN STREET
WEST HARTFORD, CONN.

March 28 1926

Mr Albert H. Baughey

Dear Sir

Your letter of March 24 in regard to Mr Griffith Corporation received & had not heard from you but once when I received the dividend from the one share that I bought in 1920. I have received quite a number of communications from other Motion Picture Companies setting forth their merits

but have not received
any of them yet I have
faith in Mr Griffith Company.

Therefore sure I may, I have
enjoyed the pleasure present
by you.

Sincerely
(Mrs) Harriet H. Kingsbury

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Pro Jonar 29 1925

Mr Griffith
Dear sir I bought
five shares of your stocks
1921 I was to receive one
dollar half a share for
each share all I have
received is two dolars
for four years as a
dividend would like to
know why I don't get
my dollar and half a shair
as was represented to me
yours truly
George R Gardiner

Tyaccks 9/ 1925
[illegible]
[illegible]
[illegible]

D. W. Griffith Incorporated

Dear Sir:

From the time that I bought this bond I have only received one 50¢ from it & I never heard a thing word until I received this letter. I like to draw my money out of it with, or without Interest.

Hoping to hear from you soon I remain

Respectfully John J. Smart.

LOWER PRICES

FORT WAYNE, IND., March 30/25

D. W. Griffith Inc
Baltimore Md

Gentlemen

I enclose the Proxy signed & witnessed and trust that the move will be for the benefit of all concerned.

With the greatest future success

I am Sincerely

Charles Simon

619 W. Jefferson St

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Park Ave.
Bloomfield, Conn
March 24, 1925

O. W. Griffith Incorporated
130 West 42nd Street
New York City
N.Y.

Dear Sirs

I as a stockholder of one of your shares, would like you to answer a question regarding a share which I took out in 1920.

We only received one dividend which was one dollar & fifty cent (1.50). Why don't I get a answer or news from you people why don't I get what is coming to me, have you forgotten about me. A rapid answer would be grateful.

Yours truly
Nathan Goldberg

681 UNION STREET
BENNINGTON, VERMONT

Nov. 24 1903

J. W. Wilcox, Esq.,
Albion, Mich. or N. Y. City

Dear Sir:

Just now I received a communication from you asking for my signature on a proxy authorizing you to sell the security - if you wish.

I realize that I am but a very small stockholder but I am anxious to know what I am going to get out of this sale. My investment was only $75.00 but I need every dollar. And will be much obliged to you for a prompt reply.

Respectfully yours,
(Mrs. J. R.) Nelle ~~Newton~~ Wilcox

OFFICE OF
Peter Newburg Clothing Company
LA CROSSE'S LARGEST CLOTHING HOUSE
LA CROSSE, WIS.

50.

May, 30th, '25.

D. W. Griffith Inc.,
130 W. 42nd St.,
New York City.

Gentlemen, -

Am in receipt of your notice of annual stockholders meeting also plan to sell the real estate of the corporation and pass on an amendment giving the directors further power in the creation of funded debts.

Will you please explain to me as a stockholder the approximate amount per share (in the event the real estate is sold at the figure named) to be deposited for the benefit of the class A shareholders after certain interest and taxes are paid. What will this capital distribution amount to in dollars and cents per share.

Also how did the directors come to place motgages and other debts of a funded nature upon the property, when they had no right to do so, assuming they did not have the right by the fact that they are now asking for that right.

Hoping you will grant an IMMEDIATE reply and assuring you of my cooperation for the benefit of the company, I beg to remain,

Harry D. Newburg

HDN..OK.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

10

39 Dunford Ave
Harrison N.J.
March 29/20

Dear Griffiths, Inc.
130 W. 42nd St
New York City

Gentlemen –

Will you please advise me if there is any market for the stock in the above concern? I own 10 shares which I would like to dispose of.

I have sent my proxy to Baltimore, but as the corporation seems to be always having a deficit, and authority is requested to dispose of its property, perhaps it is a good time to dispose of holdings –

Undoubtedly, some of those interested would be glad to

gather up the little odds and ends outstanding.

It seems incredible to me that Mr. Griffith is so philanthropic, to work all these years for so little reward.

How come?

Sincerely,

Sarah E. Yeoman

P.S. The address here given is my address only until Sept. 1. 1930.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Stillwater N. Y.

March 30. 1925

20

D. W. Griffith incorporated

Dear sirs

Being one of the stockholders and would like to have it changed to my name entirely as my husband is dead died 8 years ago so the 29 day of march so would be pleased to have the advice about it being transferd to me.

Very truly yours

Mrs Minnie. Lowell

Stillwater

N. Y.

Box 218

Huntington Mass
Mar. 30-28

Mr Albert H. J. Banghaf
Dear Sir.

Received your letter in regards to the D. W. Griffiths Stock Sat.

Now if I sign off my shares will it mean that I must lose all my poor hard earned money that I put it into it, The broker that sold them to me told me, that if the shares sold at a low ~~cost~~ price that before I would lose that the real estate would all be sold first, and that I would get my share of it.

I wrote you once before and you advised me to hold on to my shares I have and now it looks as though I was going to loose all.

Will you kindly inform me just what to do, in regards to me holding them or to sign off. I do not quite understand it.

Sincerely yours
J. Dinagen
Huntington
Mass

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TEL CENTRAL [illegible]

M. A. MEAD & CO.

WATCHES AT WHOLESALE

CHICAGO'S MERCHANTS HOTEL

31 N. STATE STREET

CHICAGO,

March 30, 1925

D. W. Griffith, Inc.,
101 E. Fayette St.,
Baltimore, Md.

Gentlemen,-

Enclosed, you will find proxies signed and witnessed, as requested in your circular. My two certificates, I believe, were issued one in the full name and one with the initials only. If these proxies are not properly filled out, you can return whichever is wrong with new blanks, and I will make necessary alterations.

Yours very truly,

WCO:MV

MRS. R. C. NELSON
225 COURTLAND STREET
FAIRPORT HARBOR, OHIO

Mch 30. '25.

D. W. Griffith, Inc
Baltimore, Md.

Gentlemen Sir - I have this day rec'd notice of the annual meeting of the Corporation to be held apr 6, at Baltimore, Md. and for me to sign a proxy vote so that I can be represented as one of the Class "A" stockholders. Now in June 1921 I sent a check of $50.00 to the company which was the third and last installment in payment for ten shares of Class "A" stock in

your Corporation amounting to $150.00
Since that time I have received $5.00 in
July 1921 and not 1¢ since.
I am losing interest on that money
every day and I am wondering
why? As your company was re-
presented to me by your agents, I
expected great profits from the
investment. If you only knew
how much I need that money
and the interest on it all this
time. and how I deprived my-
self of necessary things to make
those payments, I don't know how
you can rest or take comfort. if
you knew how your agents have
defrauded me out of my hard
earned dollars. I saved and saved
little by little because I believed
and had confidence in your agent.
Now here it is almost four years
and I don't see any promise of any
dividends in sight. and I am so

disappointed and discouraged. I have
despondent days and sleepless nights
and wonder how much longer these
terrible experiences with dishonest
people will continue before I am
relieved of this dreadful despondency.
One thing can make me overcome this
agony. If you will return to me the
full my $150.00 with interest at 4% for
4 years total $174.00 in June 1925.
Now if you want to do right and
save me from this misery will you do it?

Mrs. Adair M. Nelson.

March 31/25

GRACE DODGE HOTEL
WASHINGTON, D.C.

Dear Sir

Please tell me what price I could get for my ten shares, for which I paid $100 several years ago - (no dividend ever received)

That is a small sum to the Company, but to me it means a good deal, especially now, in the emergency of sickness. When I am very greatly in need of it. I do hope I can get back what I paid at

last. An early response would greatly oblige

Yours &c

(Mrs) Ellena B. Gage

To Mr. D. W. Griffith, Esq.

You have my address in Brooklyn Mass

103 Cedar Street

I am in Washington till April 10th

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Wheeling W. Va
Mar. 31 - 1925

Dear Sir.

Mr. Griffith.

is there any chance of me getting my 150.00 back. if so please let me know.

Yours Respt David Francis.

Laurel Springs, N.J.
Tues. Mar. 31, 1925.

D. W. Griffith, Inc.
Room 607 Calvert Bldg.,
101 East Fayette St.,
Baltimore, Md.

Gentlemen:

Your letter of the 21st inst., requesting return of signed proxy, received and beg to acknowledge same.

Will your office explain why I have not received annual statements, reports or dividends since 1920, or thereabouts?

On the strength of an immediate reply to this letter depends whether I shall submit the proxy.

Trusting to hear from your soon, I am

Corp LeRoy C Horst.

Corp. Le Roy C. Horst
P.O. Box 317 Laurel Springs, N.J.

Leadville Grocery Company

CORNER FIFTH AND POPLAR STREETS

TELEPHONE 278

LEADVILLE, COLO. Mar 31 1925

D. W Griffith Inc.
Balmor. Md.
Dear Sirs I am inclosing Proxy and wish to know what this stock could be sold at or could I send it to you, I bought this 4 years ago from a Broker who sold it to me as a gilt edge investment, I paid 15 a share & have 32 shares, as you know. It took me years to save that $480.00 & I need it now, do please give me some idea how I could sell it! Kept yours

MJ Lackner 202 E 8th Leadville Colo

Cincinnati Ohio 3-31-76

I would like to know what Mr. W. Griffith's salary is for year or month.

And what is the cause that the stockholders gets no pay on his Investment

Yours truly

J. S. Berger

763 Kenner ave

Cincinnati

Ohio

March 31st 1925

M. H. Griffith Sec

Dear Sir

I signed the proxy and am returning it to you to do what you think is best. I am certainly sorry to hear you have been so hep in debt. And hope things will turn out allright after a while. I am very much in need of money just now and wish I could get mine back that put in your stock. wishing you much luck I remain very respectfully

P.S. Let me hear from you again soon

Mrs Georgie Marks
1613 Bagnille St
Cincinnati Ohio

Verona, Wis.
March 31st, 1926.

D.W. Griffith Co.
Gentlemen;
When is this Co. going to pay a dividend on the Class A. stock ?
Why do'n't the Class s A. stockh lders get a pass to the shows if nothing else?

Am enclosing a signed proxy ,hope it s for the general good of the Co.

Very Truly, Frank Stewart
Verona, Wis.

Have had this stock
over 10 years, cost me
$1,500 only got 50% divi-
dend. Am 72 yrs old.
do not think I can ever
make any for back reve-
nue, yet have made
millions in safety gas
corporation and paid big
income tax.
Can you help me a
little.
Will be glad to return
your certificate

J. H. Mudgett

Humboldt, Iowa
Mch 31 25

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART. FILM LIBRARY

NOTICE OF ANNUAL MEETING

D. W. GRIFFITH, INCORPORATED

Notice is hereby given that the annual meeting of stockholders of D. W. GRIFFITH, INCORPORATED, will be held at the office of the corporation, Room 607, Calvert Building, 101 East Fayette Street, Baltimore, Maryland, on April 6, 1925, at twelve o'clock noon; the purpose of said meeting being:

1. The election of a Board of Directors.
2. To take the vote of and/or receive at said meeting, and/or after any adjournment thereof, to receive from time to time the consent or consents of the holders of a majority of the Class "A" stock authorizing and confirming the sale of the studio property of the corporation at Mamaroneck, New York, according to a certain contract, dated January 2, 1925, between the company and E. W. Hammons of New Rochelle, New York; and authorizing the sale of said property, or any or all of it, or of any or all of the remaining real property and improvements thereon, if any, from time to time thereafter as the directors in their judgment at any time may determine to be for the best interests of the company.
3. To take action upon a resolution of the Board of Directors declaring it advisable that Sub-divisions (1) and (3) of Section VI of Article E of the certificate of incorporation be amended so as to read as follows:

   (1) Dispose (by sale, consolidation, merger, lease or otherwise) of the property and business of the Corporation substantially in their entirety; provided, however, that the sale and/or pledge of films in usual practice of the business shall not be deemed to be limited hereby;

   (3) Create or assume any mortgage securing the issue of bonds other than purchase money mortgages;

and for the transaction of such other business as may properly come before the meeting.

By Order of the Board of Directors,
ALBERT H. T. BANZHAF,
Secretary.

DATED, March 21, 1925.

Mar 31st 1925

D. W. Griffith Inc.

Dear Sirs,

I own 100 Shares of class A stock in your company.

Respectfully
Clarence D. Stollis
2973 Washington St.
Roxbury
Mass

Cincinnati, Ohio
Mar. 21, 1925

Mr. Albert H. T. Banghaf, Sec'y
D. W. Griffith Co.,
Dear Sir:

For a number of years my wife and I have owned a few shares of the D. W. Griffith stock and we have seen many statements concerning the popularity of the various Griffith pictures yet we have received no dividends on our stock.

Will you kindly inform us what becomes of the money these various pictures must be earning. We are small investors but we were led to believe when we bought the stock that it would pay a good interest.

If you will answer the above inquiry you will greatly oblige

Yours truly
E. M. Sawyer
Carrie B. Sawyer
4715 Ward St. Cincinnati, Ohio

STEIN, STEIN & HANNOCH
COUNSELLORS AT LAW
[illegible] BLDG., 31 CLINTON ST.
NEWARK, N. J.
TELEPHONES [illegible] HUMBOLDT

LEO STEIN
SIDNEY STEIN
HERBERT J. HANNOCH
SAMUEL LASKEN
JOSEPH L. LIEBMAN

March 31, 1929.

D. W. Griffith, Inc.,
130 West Forty-Second St.,
New York, N.Y.

Re: D. W. Griffith, Inc.

Gentlemen:

Your letter of March 21st, calling annual meeting of the above company, and with other enclosures is at hand.

This company is apparently going from bad to worse and all the profits which have been or should have been made, seem to be of no avail in rehabilitating it. I have therefor forwarded the matter to my local counsel at Baltimore, Maryland, Mr. Allen H. Fisher, with instructions to take proceedings to effect a liquidation of the company's affairs, in the event that he is of the opinion that such proceedings are maintainable under the Maryland Statutes.

Very truly yours,

By H. Hannoch

HJH:MG

John H. Chesley
Pres. & Treas.

Wm. H. Heimbach
Vice Pres.

RAILWAY BUILDINGS
FACTORY PLANTS
CONCRETE MASONRY
BRIDGES AND DEEP
COFFERDAMS A SPECIALTY

TELEPHONE, Cim 1948

CHESLEY & HEIMBACH

GENERAL CONTRACTORS

Yard: 30 Breckenridge Street
Office: 31 Minnesota Avenue
Buffalo, N. Y.

EXCAVATION
DOCK BUILDINGS
PILE DRIVING
CONCRETE PILING
STEEL SHEET PILING

15

March 31, 1925.

Mr.Albert H.T.Banshaf,Sec.,
D.W.Griffith, Inc.
130 W.42nd St., N.Y., N.Y.

Dear Mr.Banshaf:

You will perhaps recall my visit to your office last Spring. I have just received proxies which I have signed and sent to your Baltimore office for the annual meeting of stockholders.

What is the actual situation in regard to the Class "A" stock? Is there anything in prospect for the near future which would tend to strengthen the market value of this stock? I would appreciate any particular information along this line at your convenience.

With kindest regards, I am

Yours truly,

W H Heimbach

MAPLE GROVE
DURHAM
CONNECTICUT

March 31, 1920

Mr. Albert W. T. Haughey, Secretary

Dear Sir:

I am enclosing my proxy for the annual stockholders' meeting of D. W. Griffith Inc. it has occurred to me that unless Mr. Griffith were very strong for continuing as a separate producing company it might be a good idea to merge with the Famous

Pompeo-Lasky corporation, & an arrangement could be made to exchange the Griffith Show Co stock in the proportion of about six shares for one of Famous Players.

As I am a stockholder in both companies it is all the same to me.

Yours truly

Josephine H. Francis

March 31. 1925

T. K. Griffith Esq.

Dear Sir,

I am in receipt of your proxy, and I am willing to vote you, what my Certificate means when it says, "that if the dissolution of the company is voluntary, the Stockholder will receive Twenty Dollars per Share, and if involuntary "Twenty Five Dollars per Share."

I have received

at the rate of one half of
one per cent since I bought
my shares, for which I
probably paid Inflated Prices
for them. you have had
the use of my money for
a long time, with very
little remuneration. Will
you please enlighten me
about my question.

Mrs Emily Connell
2620 W. Lehigh Ave
Philada

#13 Bay State Road, Worcester, Mass, Mar. 21-88

D. H. Griffith Esq.

Dear Sir, I see no objection to consenting to the sale of the property mentioned at the price of $485.00, which I hope will be of much benefit to myself, as I am not able to earn my living now, and need all that can honestly come to me, I would gladly sell my shares if I could get the price I paid for them, which was $15.00 each share.

Yours very truly, Mrs. Emma R. Allen,

Formerly of 16 Cottage St. Worcester.

I think expense should be reduced as much as can wisely be done, in order to pay dividends as promised, at the time of the sale of shares. E. A.

I give D. W. Griffith permission to sign as witness to this proxy. I have no one whom I wish to ask to do so.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

If it is possible I would like to dispose of my shares of Griffith stock - I have had serious losses and need to realize on them. Please let me hear from you -

Yours sincerely

Mabel B. Faraday.

April 1 - 1925

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, INCORPORATED

BALANCE SHEET, DECEMBER 31st, 1924

SUBJECT TO REMARKS CONTAINED IN REPORT OF PRICE, WATERHOUSE & CO., DATED MARCH 5, 1925

ASSETS

FIXED ASSETS:—			
Real estate and appurtenances, studio and sundry equipment, props, wardrobe and scenery:			
At June 30, 1923, per appraisal of the Coats and Burchard Co.		$1,486,669.09	
Additions since that date at cost		131,986.62	
		$1,618,786.62	
Less—Amount reserved for depreciation		340,533.55	
			$1,278,253.07
GOODWILL, CONTRACTS WITH STARS, ETC.			803,863.83
INVESTMENTS AS VALUED BY D. W. GRIFFITH (Pledged as security to loan per contra)			55,000.00
CASH SURRENDER VALUE OF POLICIES ON LIFE OF D. W. GRIFFITH			29,109.92
INVENTORIES (Pledged as security to loan per contra):			
Released film and prints (as determined by officials)		$1,155,083.79	
Raw film		1,914.49	
Scenarios		5,600.00	
			1,162,598.28
ACCOUNTS RECEIVABLE:			
Al. Jolson (in litigation)		$ 71,696.22	
G. & H. Corporation (recoverable only from rental income on picture His Darker Self)	$34,697.24		
Less—Provision for loss of amount due Officers and employees	34,697.24	4,100.43	
Sundries		1,130.76	
			76,927.41
CASH			662.70
DEFERRED CHARGES TO FUTURE OPERATIONS			9,772.50
ORGANIZATION EXPENSE, less amount written off			44,091.67
Total assets			$3,439,279.38
DEFICIT:			
Balance, January 1, 1924		$ 738,797.92	
Add—Loss for the year ending December 31, 1924		403,293.91	1,142,091.83
			$4,581,371.21

LIABILITIES

MORTGAGES, overdue	$ 129,000.00
LOANS FROM BANKS:	
Secured by and payable from receipts from released film, also by assignment of policy on life of D. W. Griffith, and stock of United Artists owned by D. W. Griffith, Inc.	436,511.66
LOANS FROM OTHERS:	
Secured as above subject to prior lien of banks	366,097.77
NOTES GIVEN FOR PAYROLLS AND SUNDRIES, TRADE ACCEPTANCES AND ACCOUNTS PAYABLE	436,462.03
RESERVE FOR CONTINGENCIES	55,000.00
CAPITAL STOCK:	
Represented by:	
121,693 shares Class "A" stock of no par value (125,000 shares authorized)	
575,000 shares Class "B" stock of no par value	3,283,199.75
	$4,581,371.21

4911 Maplewood Avenue
Los Angeles, California

April 1, 1935

D. W. Griffith, Incorporated
Room 637 Calvert Building
121 East Fayette Street
Baltimore, Maryland

Gentlemen:

I wish Mr. Griffith the best of luck in his association with the Lasky Corporation, and hope that his productions will even excel his past achievements.

I am waiting anxiously for the Griffith Corporation to recover from its present unsolvent condition, as I am in poor financial circumstances.

Very truly,

Mary Manee

formerally of Red Bank, N. J.

HOOD TIRES

HOOD TUBES

SCHUELER BROS.
464 MILWAUKEE ST.
MILWAUKEE, WISCONSIN

Apr. 1,1925.

D.W.Griffith, Inc.,
Baltimore, Md.

Gentlemen:

Enclosed find Proxy signed by the writer.

I was wondering whether there is a worth while market on Griffith stock at the present time, and whether you would be in a position to take 60 shares which I possess off my hands. If so, kindly advise what you would offer, and oblige,

Yours very truly,

Geo. A. Schueler

GAS/LM

SUTRO & COMPANY
400 Montgomery Street
San Francisco

April
1
1925

MR. ALBERT H. T. BANSHAF,
609 Calvert Bldg.,
Baltimore, Md.

Dear Sir:

A client of ours who bought some of the Griffith stock came into our office today with a notice of an annual meeting. We never received any notice of it neither do we know anything about it. This notice was regarding "consent having been given to dispose of this Studio property".

While it is true we placed very little of the stock, still, we certainly were entitled to some consideration so that we could notify those who had purchased stock through us.

Is anything ever going to be realized for the "A" stockholders? The promises that were made by the underwriters certainly were not carried out. The stock was never listed and the hardest kind of a time was had to get a market at any time. If the sale that is contemplated takes place how much will the stockholders of "A" stock get?

Kindly let us hear from you, and oblige

Yours very truly,

Sutro & Co

ES-O'B

Meriden Conn Feby 2 1884

Dear Sir

Once a year ago you told me that the candidates were going to get a charter that they would pass and I would be rich in a few months and that they expect to pay a dividend from the future profits of the company and other legitimate and are still telling men why not because they don't have enough money enough to pay and as Mr Enfield died leaving his life insurance for fifty thousand on a hundred thousand company it is a poor invitation for a working man to put his money in the future business future or half the price that I should have to do than I have at least at 15 per cent a year and I get three dividends in four years that looks better for the first class future to pay to stockholders now I have made the profit you sent me if you will separate that I will get dividends on any investment it seems hard for a working man to put money in something that don't

pay regular circulars if I had kept it in the building and long I would have got 6 or 8 dozen circulars and could have got my money any time

Walter Partridge

please Melrose my signature

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

F. N. BLAKE COMPANY

Name D. W. Griffith Date APR 2 1925 192

Gentlemen:

What price will you give for my stock?

F. N. Blake

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Merlin April 2 1924

Dear Sir

On recit off a notice off the D W Griffin Moving Picture I am not able to go to Baltmor I am a Poor Old Lady with out any money and would say that I would like to have my $15 and three years ensiu at $10 a year it seemed strange that he could not pay that small a mount

Melissa Cushing

Present address 279 Center St

Merlin N J

Watkins, N. Y., April 2, 1925

D. W. Griffith Inc:

Gentlemen:

Received your letter I will try to be in Baltimore the 6th I having got many to sign off. I am very sorry I bought the Griffith worthless stock at $15.00 a share from Counselman & Co in Chicago I was informed it would be such a great investment

Respectfully
Harold L. Schenck

1637 3/56 26

Washington D.C.
April 2 –

D W Griffith Inc.

Gentlemen –

As nothing is said in the communication received in regard to now or eventually paying dividends to stockholders of Class A. by any sale made or other means, I feel no interest in a sale. With a large business I see no reason why there should be no profit.

Respectfully
Elizabeth O Robinson

Cincinnati Ohio
2617 University Court
April 2nd 1921

D. H. Griffith, Esq.,
101 East Fayette St.
Baltimore Md.

Dear Gentlemen;

Please advise me how to sell my shares. I need the money. Would like to sell at my earliest opportunity.

Respectfully yours.

Albertine Sasse.

West. Alexander pa
April 2. 1923

Mr. Albert Bangho[illegible]

Dear Sir

You will find the proxy enclose
and please let me know if
the stock is a very good.
and please let me know.
This is the first letter I have
had.

Yours Truly.
Gradie Morgan.
West. Alexander
pa

183 Farwell Avenue
Milwaukee, Wisconsin
April 3rd, 1925.

D. W. Griffith Inc.,
Baltimore, Md.

Gentlemen: Att. A. H. J. Barghof, Sec.

"Enclosed please find my duly executed proxy.

I am in favor of the sale of the property and also feel that the arrangement of Mr. Griffith's producing pictures for the Famous - Lasky

Corporation is a better management.

I – the third to the last paragraph of your letter you state that Mr. Griffith has waived part of his salary in the sum total of $254,000.00. As a matter of interest, will you please inform me what the salary or director's fees paid to Mr. Griffith per annum amount to?

Very truly yours,

Gertrude L. Christensen

Sheet (1)

Chicago Apr. 3, 1925

Suggestive Policy for Griffith Inc. Board of Directors.

Gentlemen:—

1st. To understand that the Public are disgusted and sick of soapy love making star actresses and actors;— and of these degenerates trying to show the Public how to make immoral Love; and their continually trying to teach the Public how to break up our best American Homes.

The above methods ruined the theatrical stage a few years ago. They have greatly damaged the Film Popularity.

— Because a Theatre may be filled with people, does not mean that they like a corrupt picture. — Vice versa —

— It proves that the Public is still searching for New clean Pictures, and are trying once more.

2d Please note this.—

The Public have no way in common to protest against undesirable pictures, except to Boycott a theatre:— Hence;—

The theatre owners have installed the Pipeorgan — Soloist — orchestra; etc. to trap the Public.— then slander them on the screen as one of Griffiths pictures did the ministery, even against their protests. (Finis)

Sheet (2) Production Policy. Chicago, Apr. 3, 1925.

suggested to
Board of Directors of D. W. Griffith Inc.

Produce and Sell. —
Airplane and Automobile Tours of United States and Americas.

— Titles — "Griffiths Air Tours"

From
(1) Atlantic Ocean to the Pacific Ocean.
via Southern States Route.

(2) New York (Statue of Liberty) to Frisco (The Golden Gate)
via Philadelphia — Washington — Dallas — Los Angeles

(3) Boston Mass. To Portland, Or.
via Pine Woods of Main Lot Lakes — rural Minn. Mont. Wash etc.

(4) Albany N.Y. to San Francisco
via Niagara, Lt Lakes, Detroit — Chicago, St Louis Kan City Denver,
Yellow Stone Park — Royal Gorge — etc etc.

(5) Special Scenery. — Thrills — etc Races. Bronco Busters
To be grouped, but on separate films.
Rural Views. — Farm scenes — harvesting etc
City Views — tours of Cities, Buildings, etc.
Rural amusements — Picknicks, County Fairs, races, etc.
Industrial Views — Mfg — shipping — etc.
Natural Wonders — Forests — Niagara Falls — Caves of Ky.
National Parks — Royal Gorge — Grand Canon, Colo.

Showing these views as a Tourist could see them,
stopping at places of interest to Film them.
Have films classified, as Rural — City — special, etc.
These Group Films will be in great demand by —
Public Schools — churches, — Civic Clubs — Rural Theatres & City.
A sufficient exposure to make Picture satisfying x

This Suggestion by Class A. Stockholder.

DRS. MULFORD & DOUGLAS
SPECIALISTS
EYE, EAR, NOSE AND THROAT
ROOMS 100 & 7 STATE BANK BUILDING
LA CROSSE, WIS.

HOURS:
9:00 A. M. TO 5:00 P. M.
SUNDAYS:
10:00 A. M. TO 11:00 A. M.

GLASSES FITTED AND FURNISHED

April 4, 1925

D. H. Griffith Inc.
Baltimore, Md.

Dear Sirs:—

Is there any possibility of getting rid of a small lot of your stock I would infer from your statement the stock Co. is going from bad to worse kindly let me know at once a good deal was disposing of lots a knowledge will be asked for if I cant get out of it.

Sincerely,
Dr. F. A. Douglas

Morningside College
Conservatory of Music
Sioux City, Iowa

DEPARTMENT OF VIOLIN
LEO KUCINSKI

April 4, 1925

Dear Sir

I would like to know how I could sell my share. As I am in need of money. And how much would I get for them. I have 7 shares of Stock "A" at "55" - "105".

Please inform me as to how I could go about this matter.

In earnest

Leo Kucinski

P. S.

My address is
Morningside College or
1608 Nth S. Ave
Sioux City.

Will you please file
this one of these letters
with proxy attached as a
matter of record for file

H. R. Cogan
4/14/25

34 Francesca Ave,
W. Somerville, Mass.

D. H. Griffith, Incorporated,

Gentlemen;-

I have four shares of Class 'A'. for which I paid fifteen dollars per share. Tho that may seem small to you it means more to me.

My mother has become an invalid and I have been obliged to give up my business to care for her.

What is your best offer for same?

Yours,

Carrie M. Brier

April 14-1925.

I. L. Reese & Sons
GENERAL MERCHANTS
LIMA CENTER, WIS.
April 22nd 1926.

D.W.Griffith Inc.

New York ,N.Y.

Office of Sec'y Al. Banshaf.

Dear Sir;

I am in receipt of two notices for my proxy to enable you to sell the realestate owned by the company. May I ask what there is to secure my holdings if I give you permission to sell the realestate owned by the company? I understood at the time of purchase that the stomk was secured by the realestate holdings of same.

I also cannot understand why this company can not pay dividends. With the big pictures owned by the company it looks to me as tho you were deliberately making a lot of expenses so that it will not be neccessary for you to pay any dividends.

Do you have any calls for this stock at any price? I have been unable to find a buyer for my stock at any price, I should be willing so sell at a sacrifice in order to put my money to work in some legimate enterprise. This is my first and I hope my last venture in Wild Cat stock. And I consider it a dear lesson.

What is the time limit if any on the stock ? That is I would like to know if it has any definate time to run or does it run until all the small stock holders are frozen out?.

Thanking you for an answer I am

Very truly

Earl A Reese

L. L. WELLMAN, PRESIDENT E. W. FRENCH, CLERK AND ASST. TREAS. IVAN E. CARLSON, TREASURER

[redacted]

ACME OIL BURNER COMPANY, INC.
MANUFACTURERS OF
DOMESTIC OIL BURNERS
FOR STEAM, HOT WATER AND HOT AIR SYSTEMS
OFFICE AND FACTORY, 15 B STREET PHONE SOUTH BOSTON 2222
SOUTH BOSTON, MASS. April 3, 1925.

D. W. Griffith, Incorporated,

Gentlemen,

I receive your notices from time to time - minus the dividends previous several years ago. I always had a very high regard for Mr Griffith, personally, but the crowd that sold his stock, and the crowd that is behind it in New York, I have very little respect for, I am not willing to sign any Proxy to put more money at the disposal of the present directors to bring their pockets, at the expense of the "A" stock holders, without some assurance we are to receive a dividend. If it's some, so be it, I'll do nothing for your crowd unless I reap a financial benefit from it. Very truly yours. E. W. French,

OFFICES IN NEW YORK, CHICAGO, PHILADELPHIA, BOSTON, CLEVELAND, FACTORIES AT FRANKLIN, N.H. SAINT BRUNSWICK, MAINE
SOUTHERN OFFICE: ATLANTA, SAN FRANCISCO, LONDON, PARIS, AMSTERDAM, CAPE TOWN, TOKIO, SYDNEY, MELBOURNE
TELEPHONE 2022 HARRISON

DEXTER FOLDER COMPANY

528 SOUTH CLARK STREET
Chicago

April 23, 1925.

ARTHUR C. HAMMOND
VICE PRESIDENT

D.W.Griffith, Incorporated,
7130 West 42d Street,
New York, N.Y.

Mr. Albert H.T.Banshaf, Secretary,

Gentlemen:-

Referring to your notice of April 16 requesting proxy.

I cannot see the justice of asking for proxies of Class A stockholders, to authotise the sale of real estate owned by the Corporation. The money derived from the sale of Class A stock was used, evidently, for acquiring such real estate and for contracting stars, and for other purposes for which, apparently, the corporation have not derived a benefit. D.W.Griffith, from all accounts, has been successful through his connections with other corporations, to the sacrifice of the D.W.Griffith Incorporated.

Personally I would rather sacrifice my original investment than to become a party by signing to authorize the sale of the property to liquidate the debts incurred for which the D.W.Griffith,Inc. have not derived any material direct benefit.

At different times I have asked for statement of account and the only statement that we could get is the set-up showing what is owed and what is represented by stock sold, and obligations incurred through contracting with stars;- no statement that I have received shows how the money collected from the sale of stock was used, and what the direct income has been from the holdings of this Corporation.

After conferring with other stockholders,who have a rather similar opinion as to the appropriating of the funds derived from the sale of stock, it is my decision not to send the proxy thereby subjecting myself to the outcome, as I understand that Class A stock is in reality the possessor of the real estate as no real estate can be mortgaged or sold without the consent of the Class A stockholders.

If you care to give a further explanation from your office in line with the above this would be appreciated.

ACH EM

Yours very truly,

A C Hammond

MANUFACTURERS OF AUTOMATIC PAPER-FOLDING, FEEDING, CUTTING, INSERTING, COLLATING AND MULTIPLE WIRE STITCHING MACHINERY, BUNDLING PRESSES
CROSS CONTINUOUS FEEDERS

Jule Laughlin,
813 Court House,
Cincinnati, Ohio.

Cincinnati, April 23, 1935.

D. W. Griffith, Inc.,
1476 Broadway,
New York City, N. Y.

Gentlemen:

I have your second request, asking that I sign proxy for my Class A stock. I did not sign the proxy authorizing the sale of real estate, for the reason that when this stock was sold to me, it was sold on the theory that Class A stock would always be protected by the real estate of the Company. I cannot see why after Class A stockholders' property rights have been so utterly mismanaged and misappropriated, that the Company, by its officers, now seeks to take away what little protection Class A stockholders have. Your prospectus clearly and definitely stated that Class A stock would always be protected by the real estate of the Company.

It seems to me that this is a huge steal all around. Now we are promised something on our investment if we sign away what rights we have, and are promised that for the ensuing year. How are we to know but what the money derived from the sale of this real estate will not flow into the same channels that all the profits and money of this Company has heretofore found its way into, not for the benefit of the stockholders, but for the benefit of the few in charge of the company?

If you can convince me, as stated in your letter, that "the funds or mortgages obtained from the sale of such property will be set aside in a separate interest earning fund for the exclusive benefit of Class A stockholders", I will gladly sign the proxy. Also that we are to receive returns on our investment "during the ensuing year". If this proxy and numerous others are not signed, you state that you will be forced to sell under order of Courts. In that event, perhaps Class A stockholders will get protection, something they have never had before. And you may be forced to recognize their rights. I cannot see where the officers of the D. W. Griffith Company would deal with the stockholders as fairly and squarely as would the Courts. You have not done so heretofore.

You speak of the market value of your stock. When did this stock ever have a market value?

I would like to hear from you as to what is to be done in regard to our stock, whether we are to have any returns, or whether everything is to be stolen from us.

I HEREBY MAKE DEMAND FOR A COPY OF YOUR STOCKHOLDERS LIST.

Let me hear from you at once. If it is to my benefit to sign this proxy, I will do so. But if it is to sign away rights, I will not do so.

Also kindly advise the time and place that any attorney can examine your stockholders list, either in Maryland, or New York.

Jule Laughlin

D. W. GRIFFITH, INCORPORATED

BALANCE SHEET, DECEMBER 31st, 1924

SUBJECT TO REMARKS CONTAINED IN REPORT OF PRICE, WATERHOUSE & CO., DATED MARCH 5, 1925

ASSETS

FIXED ASSETS:—		
Real estate and appurtenances, studio and sundry equipment, props, wardrobe and scenery:		
At June 30, 1923, per appraisal of the Coats and Burchard Co.	$1,480,801.09	
Additions since that date at cost	131,955.53	
	$1,612,756.62	
Less—Amount reserved for depreciation	340,533.55	
		$1,278,253.07
GOODWILL, CONTRACTS WITH STARS, ETC.		802,863.83
INVESTMENTS AS VALUED BY D. W. GRIFFITH (Pledged as security to loan per contra)		35,000.00
CASH SURRENDER VALUE OF POLICIES ON LIFE OF D. W. GRIFFITH		29,109.92
INVENTORIES (Pledged as security to loan per contra):		
Released film and prints (as determined by officials)	$1,155,083.79	
Raw film	1,914.49	
Scenarios	5,600.00	
		1,162,598.28
ACCOUNTS RECEIVABLE:		
Al. Jolson (in litigation)	$ 71,696.22	
G. & H. Corporation (recoverable only from rental income on picture His Darker Self) $34,697.24		
Less—Provision for loss of amount due 34,697.24		
Officers and employees	4,100.43	
Sundries	1,130.76	
		76,927.41
CASH		662.70
DEFERRED CHARGES TO FUTURE OPERATIONS		9,772.50
ORGANIZATION EXPENSE, less amount written off		44,091.67
Total assets		$3,439,279.38
DEFICIT:		
Balance, January 1, 1924	$ 738,797.92	
Add—Loss for the year ending December 31, 1924	403,293.91	1,142,091.83
		$4,581,371.21

LIABILITIES

MORTGAGES, overdue	$ 139,360.00
LOANS FROM BANKS: Secured by and payable from receipts from released film, also by assignment of policy on life of D. W. Griffith, and stock of United Artists owned by D. W. Griffith, Inc.	436,511.66
LOANS FROM OTHERS: Secured as above subject to prior lien of banks	366,097.77
NOTES GIVEN FOR PAYROLLS AND SUNDRIES, TRADE ACCEPTANCES AND ACCOUNTS PAYABLE	430,462.03
RESERVE FOR CONTINGENCIES	55,000.00
CAPITAL STOCK: Represented by: 121,603 shares Class "A" stock of no par value (125,000 shares authorized); 375,000 shares Class "B" stock of no par value	3,203,199.75
	$4,581,371.21

How — when and Where was all this money lost? Strange indeed that all other producers are paying dividends and having big earnings. Give the stockholders facts, to which they are entitled. Wonderful management when you borrow money

for payroll, to pay a bunch of has-beens and lame ducks.

Stock Holder

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, INCORPORATED

BALANCE SHEET, DECEMBER 31st, 1924

No proxy

SUBJECT TO REMARKS CONTAINED IN REPORT OF PRICE, WATERHOUSE & CO., DATED MARCH 4, 1925

ASSETS

FIXED ASSETS:—		
Real estate and appurtenances, studio and sundry equipment, props, wardrobe and scenery:		
At June 30, 1923, per appraisal of the Coats and Burchard Co.	$1,486,800.00	
Additions since that date at cost	131,956.62	
	$1,618,756.62	
Less—Amount reserved for depreciation	340,503.55	
		$1,278,253.07
GOODWILL, CONTRACTS WITH STARS, ETC.		902,863.83
INVESTMENTS AS VALUED BY D. W. GRIFFITH (Pledged as security to loan per contra)		35,000.00
CASH SURRENDER VALUE OF POLICIES ON LIFE OF D. W. GRIFFITH		29,109.92
INVENTORIES (Pledged as security to loan per contra):		
Released film and prints (as determined by officials)	$1,155,083.79	
Raw film	1,914.49	
Scenarios	5,600.00	
		1,162,598.28
ACCOUNTS RECEIVABLE:		
Al. Jolson (in litigation)	$ 71,696.22	
G. & H. Corporation (recoverable only from rental income on picture His Darker Self)	$34,697.24	
Less—Provision for loss of amount due	34,697.24	
Officers and employees	4,100.43	
Sundries	1,130.76	
		76,927.41
CASH		662.70
DEFERRED CHARGES TO FUTURE OPERATIONS		9,772.50
ORGANIZATION EXPENSE, less amount written off		44,091.67
Total assets		$3,439,279.38
DEFICIT:		
Balance, January 1, 1924	$ 738,797.92	
Add—Loss for the year ending December 31, 1924	403,293.91	1,142,091.83
		$4,581,371.21

LIABILITIES

MORTGAGES, overdue	$ 129,500.00
LOANS FROM BANKS:	
Secured by and payable from receipts from released film, also by assignment of policy on life of D. W. Griffith, and stock of United Artists owned by D. W. Griffith, Inc.	550,511.66
LOANS FROM OTHERS:	
Secured as above subject to prior lien of banks	366,097.71
NOTES GIVEN FOR PAYROLLS AND SUNDRIES, TRADE ACCEPTANCES AND ACCOUNTS PAYABLE	430,462.03
RESERVE FOR CONTINGENCIES	35,000.00
CAPITAL STOCK:	
Represented by:	
121,095 shares Class "A" stock of no par value (125,000 shares authorized)	
375,000 shares Class "B" stock of no par value	3,265,199.75
	$4,581,371.21

Roxbis: Would my shares advise me what I could receive for my D.W. Griffith stock — per share?

Yours truly
Penelope E. Graves
123 So. Orchard St.
Watertown, N.Y.

D.W. Griffith Inc
145 West 42nd St
New York City, N.Y.

D.W. Griffith, the Great Director of a moving picture, and the great Director of his railway and I can think of the Head of Class a Share, the Great Director of his self appointed Direction, who have to find out what language to use to fool those that put trust and money behind him and got good bulletins of his Director of his latest failing qualities as he did not put a picture for the market that paid and his last live wonderful comes as his latest failure and he will soon be a dead one and a failure with famous players - and I cannot see where honest lies or how his corporation can win back any confidence or respect by juggling words or figures by allowing him to get away with what he must have done to wreck his corporation. I cannot see where there is anything to look forward to but to be done out our investment and which one of his director is honest

yours truly H Shelling
Charles H Shelling
1717 N. 52nd St Phila

this is what bought me

D. W. GRIFFITH, Inc.

ORIENTA POINT MAMARONECK, N. Y.

To Class A Shareholders of D. W. Griffith, Inc.

We take pleasure in enclosing check for Dividend No. 1 in the amount of One Dollar per share on your holdings of Class A Stock of D. W. Griffith, Inc., this payment being declared from surplus earnings of the Corporation for six months ending December 31, 1920.

It is gratifying to report that the next production of the Company is nearing completion and will be released at an early date, following which, production on another important picture will begin.

You are, undoubtedly, aware of the remarkable financial achievements of "Way Down East," the first release of the Corporation.

The satisfactory operations of the Company, since its incorporation, fully justify the expectations which we have expressed as to its future prosperity, and, needless to say, no effort will be spared on the part of the management in attaining this end.

I have 2 shares with 3 remind
divs — $5.00 and $2.50
that 4 years Yours George J. Hennessy 467 Columbus ave
NYC

D. W. GRIFFITH, Inc.

March 4th, 1921. D. W. Griffith, President

Mr H. T. Baughaf.
Enclosed find my signature as requested
wish you wished me a cash offer
for my 10 shares of class A stock —
Entirely out of money and owe my rent!
St Paul Minn 301 Sherman St Philip J. Reilly

37 South Goodman St.
Rochester
N.Y.

Dear
D. W. Griffith
Would it be
possible for you to take
back the (2) two shares
of Griffith stock I bought
at least four years ago
I have had no returns
whatever.
It is a small amount
but I am a graduate
nurse & could use that
money in many ways

The young man who sold
us the clock at his door
for he solicited us to buy
assured us the clock was
grandiful as yet I can
not say that.
My friend bought non-
shakes then I think
it fred us for a We are
concerned unless you
can redeem them for us.
am glad I bought no
more & so no north would
have been a great loss
to me. Kindly answer
this. I wrote before & they
have paid no attention
to it.

Thomas Johnson

Gentlemen: I am also willing to sell my own share of the stock. Cant afford to keep a dead loss on my hands forever.

Yours truly

11 of Greenwich ave
N.Y.C.

Celia Swan

The big deficit does not look very good to the stock holders. However trust D. W. Griffith will make good as he certainly has good pictures & big houses, but the brothers say the expenses & high salary artists & poor management is the trouble. I am only offered $1.25 for the stock & it does not appeal to me to sell now. Nothing for success, as I can not afford to loose my money which I invested with D. W. Griffith

Enclosed with proxy of
Maldwyn E Jones
Lebanon, Ohio

NOTICE OF ANNUAL MEETING

D. W. GRIFFITH, INCORPORATED

Notice is hereby given that the annual meeting of stockholders of D. W. GRIFFITH, INCORPORATED, will be held at the office of the corporation, Room 607, Calvert Building, 101 East Fayette Street, Baltimore, Maryland, on April 6, 1925, at twelve o'clock noon; the purpose of said meeting being:

1. The election of a Board of Directors.

2. To take the vote of and/or receive at said meeting, and/or after any adjournment thereof, to receive from time to time the consent or consents of the holders of a majority of the Class "A" stock authorizing and confirming the sale of the studio property of the corporation at Mamaroneck, New York, according to a certain contract, dated January 2, 1925, between the company and E. W. Hammons of New Rochelle, New York; and authorizing the sale of said property, or any or all of it, or of any or all of the remaining real property and improvements thereon, if any, from time to time thereafter as the directors in their judgment at any time may determine to be for the best interests of the company.

3. To take action upon a resolution of the Board of Directors declaring it advisable that Sub-divisions (1) and (3) of Section VI of Article E of the certificate of incorporation be amended so as to read as follows:

(1) Dispose (by sale, consolidation, merger, lease or otherwise) of the property and business of the Corporation substantially in their entirety; provided, however, that the sale and/or pledge of films in usual practice of the business shall not be deemed to be limited hereby;

(3) Create or assume any mortgage securing the issue of bonds other than purchase money mortgages;

and for the transaction of such other business as may properly come before the meeting.

By Order of the Board of Directors,
ALBERT H. T. BANZHAF,
Secretary.

DATED, March 21, 1925.

D. W. GRIFFITH COLLECTION
MODERN ART FILM LIBRARY

When I purchased this
Stock our were to receive the
dividends the agent paid.
Have not received any yet.

Enclosed with proxy of
Georgianna V. H. Lovell

Enclosed with proxy of J. M. Kuyrigan of Cincinnati, Ohio

Would you please tell me what good it is to sign Inclosed Proxy, for we will never derive any Benefit of it for 8 years ago when i bought it we were promised 7% Divident never got anything in them years — but $3.50 allthoug Mr. Griffith got his regulary tell me is there nothing in for us, please answer

D. W. GRIFFITH, INCORPORATED

PROXY

Know all Men by these Presents, That, the undersigned does hereby constitute and appoint D. W. GRIFFITH, J. C. EPPING and ALBERT H. T. BANZHAF, or any one or more of them, my true and lawful attorney, with full power of substitution, in my name, place and stead, to vote as my proxy at the annual meeting of stockholders of D. W. GRIFFITH INCORPORATED, to be held at the company's office, Room 607, Calvert Building, 101 East Fayette Street, Baltimore, Md., on the 6th day of April, 1925, and at any or all adjournments thereof, for the purpose of electing a board of directors, authorizing the sale of all or any of the property of the company and the amendment of Article E, Section VI, sub-divisions (1) and (3) of the certificate of incorporation, hereby ratifying and confirming all that my said proxy may do in my name, place and stead.

And I do hereby irrevocably approve of and consent to the sale of all or any of the real property of the corporation, with improvements thereon, if any, at such time and at such price as the board of directors may determine to be for the best interests of the company.

~~**In Witness Whereof,** I have hereunto set my hand this~~ day of 1925.

Have no confidence in D. W. Griffith Incorporated, Mr Griffith, or his promises

C. S. Caswell (L. S.)

WITNESS: Signature of Stockholder

If you are unable to attend the meeting, please sign the enclosed proxy. The company will affix the necessary stamp.

Please write me what 30 shares of Class A stock is worth today. Must have money for 3rd. instalment —

Yours truly
M. L. Gordon

D. W. GRIFFITH, INCORPORATED

PROXY

Know all Men by these Presents, That, the undersigned does hereby constitute and appoint D. W. GRIFFITH, J. C. EPPING and ALBERT H. T. BANZHAF, or any one or more of them, my true and lawful attorney, with full power of substitution, in my name, place and stead, to vote as my proxy at the annual meeting of stockholders of D. W. GRIFFITH INCORPORATED, to be held at the company's office, Room 607, Calvert Building, 101 East Fayette Street, Baltimore, Md., on the 6th day of April, 1925, and at any or all adjournments thereof, for the purpose of electing a board of directors, authorizing the sale of all or any of the property of the company and the amendment of Article E, Section VI, sub-divisions (1) and (3) of the certificate of incorporation, hereby ratifying and confirming all that my said proxy may do in my name, place and stead.

And I do hereby irrevocably approve of and consent to the sale of all or any of the real property of the corporation, with improvements thereon, if any, at such time and at such price as the board of directors may determine to be for the best interests of the company.

In Witness Whereof, I have hereunto set my hand this day of , 1925.

.....(L. S.)
Signature of Stockholder

WITNESS:

.....

If you are unable to attend the meeting, please sign the enclosed proxy. The company will affix the necessary stamp.

You Pirates, declare yourselves insolvent — and cut out the salve.

D. W. GRIFFITH, INCORPORATED

BALANCE SHEET, DECEMBER 31st, 1924

SUBJECT TO REMARKS CONTAINED IN REPORT OF PRICE, WATERHOUSE & CO., DATED MARCH 3, 1925

ASSETS

FIXED ASSETS:—		
Real estate and appurtenances, studio and sundry equipment, props, wardrobe and scenery:		
At June 30, 1923, per appraisal of the Costa and Burchard Co.	$1,486,869.09	
Additions since that date at cost	131,986.53	
	$1,618,795.62	
Less—Amount reserved for depreciation	340,533.55	
		$1,278,254.07
GOODWILL, CONTRACTS WITH STARS, ETC.		802,863.84
INVESTMENTS AS VALUED BY D. W. GRIFFITH (Pledged as security to loan per contra)		35,000.00
CASH SURRENDER VALUE OF POLICIES ON LIFE OF D. W. GRIFFITH		29,109.92
INVENTORIES (Pledged as security to loan per contra):		
Released film and prints (as determined by officials)	$1,155,083.79	
Raw film	1,914.49	
Scenarios	5,600.00	
		1,162,598.28
ACCOUNTS RECEIVABLE:		
Al. Jolson (in litigation)	$ 71,696.22	
G. & H. Corporation (recoverable only from rental income on picture His Darker Self)	$34,697.24	
Less—Provision for loss of amount due	34,697.24	
Officers and employees	4,100.43	
Sundries	1,130.76	
		76,927.41
CASH		662.70
DEFERRED CHARGES TO FUTURE OPERATIONS		9,772.50
ORGANIZATION EXPENSE, less amount written off		44,091.67
Total assets		$3,439,279.38
DEFICIT:		
Balance, January 1, 1924	$ 738,797.92	
Add—Loss for the year ending December 31, 1924	403,293.91	1,142,091.83
		$4,581,371.21

LIABILITIES

MORTGAGES, overdue	$ 129,000.00
LOANS FROM BANKS: Secured by and payable from receipts from released film, also by assignment of policy on life of D. W. Griffith, and stock of United Artists owned by D. W. Griffith, Inc.	336,511.66
LOANS FROM OTHERS: Secured as above subject to prior lien of banks	366,097.77
NOTES GIVEN FOR PAYROLLS AND SUNDRIES, TRADE ACCEPTANCES AND ACCOUNTS PAYABLE	430,462.03
RESERVE FOR CONTINGENCIES	35,000.00
CAPITAL STOCK: Represented by:	
121,893 shares Class "A" stock of no par value (125,000 shares authorized)	
375,000 shares Class "B" stock of no par value	3,283,199.75
	$4,581,371.21

To Duty.

Isn't Life wonderful

He with his dreams of producing was his reputation to get and squander everybody's money he could get.

By argument & promises who made everybody lose on an easy street from 100% dividend money council to floodstreet and now asks the victims to sign a proxy to clean out after running over a million deficit.

To American Public his name is mud and instead of being a great producer I believe him a great champion to swing over one that misplaced their confidence in him and bought his stock spending money recklessly that was not earned by his efforts.

Life is short why not come clean I lost heavily and several of my friends and instead of being a great producer he has been and is a great loss to losing one that confided in him to support him by investing their money.

One of the Victims

No proxy no name –

stamped at Philadelphia

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

I would advise that you discharge this man Griffith at once, and commence suit for obtaining money under false pretence

Enclosed with proxy of E. E. Wilkins

form letter
reply to
stockholder

April 27th 1926.

Mr. Carl A. Reese,
c/o [illegible] & Sons,
Lima Center, Wis.

Dear Sir:

Replying to your favor of the 22nd inst., I beg to advise that the funds to be derived from the sale of the property as stated in our circular letter to all stockholders will be set aside for the benefit of the Class "A" stockholders and will be subject to distribution or disposal only on the consent of the Class "A" stockholders. This, however, cannot be done until the outstanding obligations of the Company are practically liquidated, which is being taken care of by the receipts which the Company derives from its pictures and other sources.

The sale of the property as recommended is certainly for the best interests of the Class "A" stockholders and I can assure you that it was for this purpose alone that the sale has been recommended.

We are handicapped in answering all letters for the reason that we have over forty-five hundred Class "A" stockholders and we find that it is practically a physical impossibility to continue to answer personal letters and therefore if we have not promptly answered all inquiries it is due to the above reason.

Very truly yours,

D.W.GRIFFITH, INCORPORATED.

By_____
Secretary.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB:GDM

April 27th 1955.

Mr. W.W. French,
c/o Acme Oil Burner Company, Inc., 15 B Street,
South Boston, Mass.

Dear Sir:

Replying to your favor of the 22nd inst., I beg to advise that the funds to be derived from the sale of the property as stated in our circular letter to all stockholders will be set aside for the benefit of the stockholders of Class "A" stock and will be subject to distribution or disposal only on the consent of the Class "A" stockholders. This, however, cannot be done until the outstanding obligations of the Company are practically liquidated, which is being taken care of by the receipts which the Company derives from its pictures and other sources.

The sale of the property as recommended is certainly for the best interests of the Class "A" stockholders and I can assure you that it was for this purpose alone that the sale has been recommended.

We are handicapped in answering all letters for the reason that we have over forty-five hundred Class "A" stockholders and we find it is practically a physical impossibility to continue to answer personal letters and therefore if we have not promptly answered all inquiries it is due to the above reason.

Very truly yours,

D.W.GRIFFITH, INCORPORATED.

By_____
Secretary.

AHTB.GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 27th 1928.

Mr. Jule Laughlin,
813 Court House,
Cincinnati, Ohio.

Dear Sir:

Replying to your favor of the 23rd inst., beg to advise that the funds to be derived from the sale of the property as stated in our circular letter to all stockholders will be set aside for the benefit of the Class "A" stockholders and will be subject to distribution or disposal only on the consent of the Class "A" stockholders. This, however, cannot be done until the outstanding obligations of the Company are practically liquidated, which is being taken care of by the receipts which the Company derives from its pictures and other sources.

The sale of the property as recommended is certainly for the best interests of the Class "A" stockholders and I can assure you that it was for this purpose alone that the sale has been recommended.

We are handicapped in answering all letters for the reason that we have over forty-five hundred Class "A" stockholders and we find that it is practically a physical impossibility to continue to answer personal letters and therefore if we have not promptly answered all inquiries it is due to the above reason.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By_____
Secretary.

AHTB/GDM

April 27th 1926.

Mr. A.C.Hammond,
c/o Dexter Fellar Co.,
620 South Clark Street,
Chicago, Ill.

Dear Sir:

Replying to your favor of the 23rd inst., I beg to advise that the funds to be derived from the sale of the property as stated in our circular letter to all stockholders will be set aside for the benefit of the Class "A" stockholders and will be subject to distribution or disposal only on the consent of the Class "A" stockholders. This, however, cannot be done until the outstanding obligations of the Company are practically liquidated, which is being taken care of by the receipts which the Company derives from its pictures and other sources.

The sale of the property as recommended is certainly for the best interests of the Class "A" stockholders and I can assure you that it was for this purpose alone that the sale has been recommended.

We are handicapped in answering all letters for the reason that we have over forty-five hundred Class "A" stockholders and we find that it is practically a physical impossibility to continue to answer personal letters and therefore if we have not promptly answered all inquiries it is due to the above reason.

Very truly yours,

D.W.GRIFFITH, INCORPORATED.

By_____
Secretary.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 27, 1928

Schlesinger & Schlesinger
National City Bank
Madison Avenue & 42nd Street
New York City

Re Reese vs. Griffith

Gentlemen:

I am enclosing herewith check to your order for $500. on account in the above entitled matter.

Will you kindly acknowledge receipt of same and oblige

Very truly yours,

RR:EC
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1439

CLASS OF SERVICE DESIRED	
Full Rate	
Half Rate Deferred	
Cable Letter	
Week End Letter	

Person should mark an X opposite service desired. Unless otherwise specified, messages will be transmitted at full rate.

WESTERN UNION CABLEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Number
Number of Words
Time Filed

Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to

April 26, 1935.

Deferred Rate

Martha Mechtold
Mohren Str. 13
Coburg (Thuringen)
Germany

Shipped you case containing trunk april fifteenth Tell customs house to hold pending arrival of key mailed to you today

John

Chg D. W. Griffith, Inc.

New York City,
April 26,1926.

Mr. W. R. Walker,
Motion Picture Capital Corp.,
342 Madison Avenue,
New York.

Dear Mr. Walker:

We have this day deposited in the Hamilton National Bank checks aggregating $10,000 which have received from the United Artists' Corporation as income on our pictures.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

MAURICE TOURNEUR

LOS ANGELES, CALIFORNIA

Universal City

April 23th, 1925

Mr. D. W. Griffith,
366 Fifth Ave., New York.

My dear Mr. Griffith:

A compatriot of mine sends me from Paris the synopsis of a novel now being published in one of the Parisian papers, with request that I turn it over to you for your consideration.

The title of the story is "The Storm". If you are interested in it, good and fair; if you are not, do not bother about sending back the script.

With kindest regards and best wishes,

Very sincerely yours,

Maurice Tourneur

April 29, 1949.

Dear Martha:

I shipped you on April 15th a case containing a trunk with miscellaneous remnants and dry goods, mentioned in my last letter.

I was waiting for the agent to send me the bill of lading but when it did not arrive I phoned him and he told me he had sent the bill of lading to their agent in Coburg, who willget intouch with you. Therefore, they shipped the trunk before I could send you to key for same and as the customs people might break open the trunk before the key arrives, I sent you a cable yesterday advising you to instruct the customs people to hold the trunk pending the arrival of the key, which is enclosed herewith.

As aforesaid, the trunk is enclosed in a case. The customs people can knock the case off and you can open the trunk for them. In this trunk there is a peculiar kind of material, a sample of which I am enclosing herewith. Please hold this material for Florence as she wants to use it for something. You could not use it anyway. The trunk I would like you to keep for me as I want to use it later for a storage trunk. I would also like to keep the two pillows which are packed right on top of the trunk. However, as it will be some time before I am in Europe, you can use the pillows meanwhile, but I would like to get them when I come to Europe, later.

That is all for now, as I have to rush this letter to catch the "Albert Ballin". Best regards to all.

Your brother,

C O P Y

ALLIED ARTISTS CORPORATION, LTD.

66 - 68 Saxhour Street

London, W. 1

April 29th, 1928.

Mr. Hiram Abrams,
The Allied Artists Corp. Ltd.,
729 Seventh Avenue, N. Y.

Dear Mr. Abrams:

I inclose herewith a small cutting from the London "DAILY EXPRESS" of today which is an extract from the Budget of the Chancellor of the English Exchequer, and from which you will see that the Mc Kenna Duties are being restored as from the 1st July next. As the cutting indicates, this will be the same duty operating until the Labour Government came into power last year. From the 1st July next, therefore, the duty on films entering into this country will be one penny per foot positive and five pence per foot negative.

The cost of film printing in this country is 1.1 pence per foot less 5% discount for cash.

With kind regards.

Yours sincerely,

W. R. King,
Secretary
THE ALLIED ARITSTS CORPORATION, LTD.

The clipping reads:

"Mc Kenna Duties of 33 1-3 per cent on imported motor-cars, clocks, musical instruments, films, and other articles to be restored on July 1."

$500.00 NEW YORK CITY, APRIL 30th, 192[illegible]

ON JULY 30th, 1925 = = = = after date we promise to pay to

the order of = = = =A. H. T. BARNHAM= = = = =

FIVE HUNDRED AND 00/100 = = = = = = = = Dollars

Payable at CENTRAL UNION TRUST COMPANY, 42nd STREET & MADISON AVE., N. Y. C.

Value received D. W. GRIFFITH, INCORPORATED.

No. Due ===7/30/25===

TREAS.

COPY

LES ARTISTES ASSOCIES
12 Rue d'Aguesseau
Paris April 29th, 1929.

Mr. M. L. Malevinsky,
President,
Les Artistes Associes, U. A.
729 Seventh Ave. New York.

Dear Mr. Malevinsky:

In my letter of last week with reference to the increase of our capitalization, I indicated that I thought that we could get along without having more money to operate with, whether it was in the form of increased capital paid in cash, or a loan. We find how ever, that it is impossible to continue to keep the artists paid up, to make payments to them against our previous indebtedness, and to finance prints unless we receive ten or twenty thousand dollars. As our monthly statements show, we are now operating on a profitable basis but our share of the comparatively few pictures we have to distribute are not sufficient to keep up with the payments which we have been making, notwithstanding the great economy we practice in every direction and the very low cost under which we are now distributing. If we had not any payments to make on the earlier accounts of the artists or to finance prints, we could get along perfectly well. At the present time, for example, the artists owe us Fcs. 300,000 which we have expended for Prints, titling, etc. This sum naturally decreases as prints are amortized but increases again as soon as a new negative is received. The Guaranty Trust Company have been very obliging in taking care of overdrafts which we have been almost constantly forced to make in our bank acccount, but they have this week advised us that this could not continue.

If you can consider the possibility of sending us $20,000 this amount could be considered either as a loan or as an increase of capital, as before suggested.

It is evident that if we can make Fcs. 200,000 profit, as we have done during the first three months of this year, with increased important production next season, there will be very much more profit, at which time we would be in a position to gradually repay the company's debts.

Yours sincerely,

Guy Croswell Smith

40,340	
446	
1,231	
348	
10,766	
300	
61,431	

April 30th 1929.

Messrs. Piper, Carey & Hall,
Calvert Building,
101 East Fayette Street,
Baltimore, Maryland. Attention Mr. Warner.

Dear Mr. Warner:

I will arrange to be at your office Monday morning next in order to attend the adjourned stockholders' meeting of the Griffith Company.

On the previous computation, the number of shares represented at the first meeting, plus those proxies which I brought with me amounted to 40,340. Since then in going over the proxies which your office was unable to decipher there was added 446 shares. There was also added to that sum 1231 shares, representing shares owned by stockholders who had sent in their proxies but were not given credit for the total amount of shares held by them owing to the fact that their names appeared more than once on the stockholders list. After the first adjourned meeting we received 348 shares on proxies which came in after that meeting and since that date, as per your letter of the 27th inst. you have received in addition to the shares already listed, 10,766 shares by reason of the new circular letter which we mailed, again requesting the proxies. These shares, together with proxies representing approximately 300 shares more, which I have received here brings the grand total up to 61,431, which represents a substantial amount over and above a majority of the Class "A" stockholders.

Very truly yours,

AHTB/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Upper Canada Village

Warren

[illegible]

[illegible]

[illegible]

1474 Broadway,
New York, N. Y.,
April 30, 1925.

Unity Photoplays Company,
1, Wabash Ave.,
Chicago, Ill.

Gentlemen:

It has just been called to our attention that your contract for "The Mother and the Law" expired on Nov. 15, 1924, but prints have not as yet been returned to us. We are, therefore, hereby requesting you to kindly return all prints in your possession, supplied to you on this production, immediately by express.

Kindly address prints to this office, 1107 Longacre Bldg., New York City.

Thanking you, we are

Yours very truly,

Wark Producing Corporation.

CC

Registered mail

New York City,
April 30,1925.

Miss Kate Bruce,
Hudson View Gardens,
183rd Street & Pinehurst Ave.,
New York.

Dear Miss Bruce:

We are enclosing herewith, payroll checks for weeks ending, January 17th, 24th and 31st; February 7th, 14th, and 21st.

This includes all checks which we have been holding.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.6

FAMOUS PLAYERS-LASKY CORPORATION
Paramount Pictures
485 FIFTH AVENUE
NEW YORK CITY
HUBBARD HILL 8300
CABLE ADDRESS "FAMOPLAY"

OFFICE OF RALPH A. KOHN
ASSISTANT SECRETARY-TREASURER

April 30, 1925.

Albert H. T.Banshaf, Esq.,
138 West 42d Street,
New York City, N. Y.

My dear Mr. Banshaf:

I would appreciate it if you would send to me Mr. Griffith's contract with the United Artists, as I want to draw a contract between Famous Players and United Artists for "SALLY OF THE SAWDUST", and Mr. O'Brien and I have agreed that the form shall be substantially the same as your contract with them, except that it will be changed regarding percentages, as set forth in the recent settlement contract which you made with United Artists.

I would appreciate your prompt attention to this.

Sincerely yours,

Ralph A. Kohn

RAK:AR

March 31st 1926.

Piper, Carey & Hall,
Calvert Building,
Baltimore, Md.

Gentlemen:

I have your favor of the 30th inst., together with enclosures. Relative to your suggestion of forwarding a certified list of stockholders, beg to advise that we have some forty-five hundred stockholders and I am afraid we would not be able to get the list to you in time. However, the Corporation Trust Company's representative must have the daily transfer sheets which are forwarded by the Transfer Agents, the Central Union Trust Co., and this would give you, although not up to date, a list of stockholders. If you could just send me the names of those who send in their proxies, disregarding addresses or any other information, it would be of great help so that at the time of the meeting I could have most of this data checked up from my certified list.

Will you kindly advise me the name of one of the leading hotels at which I could stop and which would be convenient to your office?

Thanking you for your courtesies and co-operation in this matter, I remain

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB/GDM

UNITED ARTISTS CORPORATION OF FAR EAST

GROSS OPERATING STATEMENT OF ONE MONTH

APRIL,1950 AND CUMULATIVE THIS YEAR.

COUNTRY		SALARIES	RENT & HOUSE SERVICE	TRAVELLING	STATIONERY and PRINTING	TELEPHONE and TELEGRAM	POSTAGE	FREIGHT and CARTAGE	MISCELLANEOUS	TOTAL	SALES	OPERATING %
Japan	April	¥ 3039.34	¥ 473.76	¥ 845.45	¥ 258.01	¥ 153.77	¥ 45.45	¥ 845.68	¥ 1040.65	¥ 7435.37	¥ 19364.00	¥ 38.39
	Cumulative	"15734.11	"1859.51	"3745.80	"1268.84	" 675.17	"181.97	"1445.77	" 4343.15	"28815.70	"52749. 44	" 31.49
China	April	" 50.50	--	--	" 32.20	" 264.54	" 36.91	" 297.05	" 29.10	" 660.28	" 5611.98	" 11.98
	Cumulative	" 50.50	--	" 378.84	" 37.96	"1351.62	"214.48	"1890.45	" 1911.42	"5835.25	" 51281.30	" 11.38
P.I.	April	--	--	--	--	" 17.86	" 2.64	--	" 125.36	" 145.86	--	--
	Cumulative	--	--	--	--	" 94.94	" 3.24	--	" 125.36	" 223.54	" 31578.00	" .71
India	April	" 721.25	--	--	--	" 63.00	" 1.64	" 86.90	" 3.60	" 876.39	" 19546.14	"04.48
	Cumulative	" 721.25	--	"2194.68	--	" 124.70	" 2.54	" 126.19	" 4.01	"3173.37	" 50451.34	"06.29
S.S.	April	" 1262.25	" 168.75	" 295.85	" 92.20	" 143.70	" 57.48	" 374.00	" 250.28	"2644.51	" 3430.75	"77.08
	Cumulative	" 5126.29	" 656.50	"1249.23	" 317.80	" 571.79	"167.12	" 677.66	" 435.81	"9202.20	" 14292.90	"64.38
D.E.I.	April	--	--	" 230.00	--	" 45.60	" 2.52	--	" 8.01	" 286.13	" 9490.79	"00.03
	Cumulative	" 1607.72	--	" 230.00	--	" 139.89	" 2.52	--	" 24.66	"2004.79	" 9490.79	"21.12
Grand Total	April	¥ 5273.34	¥ 642.51	¥1371.30	¥ 406.41	¥ 687.77	¥166.62	¥1533.61	¥ 1964.98	¥12046.54	¥ 57343.60	¥21.01
	Cumulative	¥23239.87	¥2516.01	¥7797.95	¥1644.60	¥2958.11	¥511.87	¥4140.05	¥ 6844.39	¥49652.85	¥ 249843.77	¥19.87

UNITED ARTISTS CORPORATION OF FAR EAST
Consolidated Income Statement including
JAPAN, CHINA, PHILIPPINE ISLANDS,
INDIA & STRAITS SETTLEMENTS,
May 2nd, 1926.

	S A L E S			R E N T A L S			Unplayed Contracts	Corporation share this year.
	April	4 Months this year	Accumulative to date	April	4 Months this year	Accumulative to date		
3 Musketeers	¥ 589.84	¥ 3469.74	¥ 70753.49	¥ 484.84	¥ 4069.74	¥ 66180.49	¥ 4525.00	¥ 1879.99
When The Clouds	" 133.58	" 1428.85	" 20375.64	" 133.58	" 2955.85	" 20055.64	" 5690.00	" 1195.30
His Majesty	" 604.08	" 1046.91	" 20081.60	" 304.08	" 1819.91	" 15061.60	" 5890.00	" 726.79
Hollywoddle	" 593.99	" 1579.07	" 28815.06	"1193.99	" 3044.07	" 24805.06	" 4010.00	" 1527.95
Mark of Zorro	"3091.86	" 4938.59	" 48438.09	"3290.86	" 6097.59	" 42296.09	" 6140.00	" 2679.03
The Hut	" 669.70	" 1527.07	" 21645.07	" 739.70	" 2147.07	" 17625.07	" 4020.00	" 889.15
Robin Hood	"4575.65	"13685.13	"166013.07	"4375.65	"14985.13	"146813.07	" 9200.00	" 5994.05
Thief of Bagdad	"20687.07	"98885.79	"193309.39	"34737.07	"157855.79	"161809.39	"31500.00	"65134.32
Little Lord	"3052.80	" 3417.29	" 57373.41	" 3052.80	" 4037.29	" 45253.41	"12190.00	" 1614.91
Thru the Back	" 573.98	" 1178.48	" 20354.79	" 573.98	" 2068.48	" 16949.79	" 3385.00	" 827.39
Buds	" 144.83	" 342.70	" 19914.76	" 294.83	" 992.70	" 13959.76	" 5955.00	" 369.08
Love Light	" 101.72	" 1008.02	" 29422.20	" 101.72	" 1298.02	" 17997.20	"11425.00	" 519.21
Pollyanna	" - - -	" 289.47	" 26359.23	" - - -	" 559.47	" 19404.23	" 6955.00	" 223.79
Tess of the Storm	" 67.50	" 2200.76	" 59759.18	" 67.50	"11000.76	" 37809.20	"21949.98	" 3996.26
Rosita	"1023.79	" 8412.70	" 36157.97	"10523.79	"15712.70	" 28157.97	" 8000.00	" 6285.08
Dorothy Vernon	" 203.41	"13403.23	" 34003.23	"5403.41	" 7523.23	" 7523.23	"26480.00	" 3009.29
Way Down East	"1303.21	"4919.30	"121378.53	"1103.21	" 5169.30	"118378.53	" 3000.00	" 2067.73
Love Flower	" 250.00	"1579.07	"23484.59	" 300.00	" 1979.07	" 20599.59	" 2885.00	" 791.62
Dream Street	" 149.79	" 246.16	"30291.44	" 149.79	" 401.16	" 20896.44	" 9395.00	" 160.47
Orphans	"3437.54	"6110.06	"110235.77	"4387.54	" 9160.06	"100435.77	" 9900.00	" 3664.03
Birth	" 50.00	" 788.99	" 76109.15	" 850.00	" 2488.99	" 52642.[illegible]	"23466.66	" 995.60
One Exciting Night	---	"4350.00	" 31610.82	"1200.00	" 3420.00	" 16830.82	"14780.00	" 1026.00
White Rose	" 867.27	"6247.27	" 28297.27	" 867.27	" 867.27	" 867. 27	"27430.00	" 346.91

May 2nd, 1928.

	S A L E S			P L A Y E D A G A I N S T			Unplayed	Corporation share
	April	4 Months this year	Accumulative to date	April	4 Months this year	Accumulative to date	Contracts	this year.
3 Musketeers	$ 589.84	$ 3469.74	$ 70753.49	$ 484.84	$ 4009.74	$ 66188.49	$ 4595.00	$ 1879.99
When The Clouds	" 139.58	" 1298.85	" 20375.64	" 139.58	" 2285.85	" 20685.64	" 5850.00	" 1103.30
His Majesty	" 604.08	" 1046.91	" 20081.60	" 604.08	" 1816.91	" 16081.60	" 8850.00	" 780.79
Hollywoddie	" 898.89	" 1879.87	" 28815.06	"1199.99	" 3844.87	" 24805.06	" 4210.00	" 1897.88
Mark of Zorro	"3001.86	" 6298.59	" 43438.08	"3890.86	" 6897.59	" 42298.08	" 6140.00	" 2679.04
The Hut	" 669.70	" 1387.87	" 21643.87	" 739.70	" 2147.87	" 17683.87	" 4080.00	" 889.16
Robin Hood	"4079.88	"13088.13	"160013.87	"4275.88	"14988.13	"140013.87	" 2800.00	" 5994.08
Thief of Bagdad	"8087.07	"28886.79	"193308.38	"34737.07	"157088.79	"101808.38	"31800.00	"63134.38
Little Lord	"3358.80	" 3417.89	" 27373.41	" 3358.80	" 4057.89	" 40853.41	"12180.00	" 1614.91
Thru the Back	" 573.98	" 1179.48	" 20334.79	" 573.98	" 2068.48	" 16949.79	" 3386.00	" 887.39
Rude	" 144.83	" 348.70	" 19914.76	" 294.83	" 999.70	" 13959.76	" 5956.00	" 309.08
Love Light	" 101.78	" 1008.08	" 22489.80	" 101.78	" 1298.08	" 17997.80	"11420.00	" 819.81
Pollyanna	" - - -	" 289.47	" 26389.23	" - - -	" 589.47	" 19404.23	" 6956.00	" 893.79
Tess of the Storm	" 87.50	" 2800.76	" 50759.18	" 87.50	"11000.76	" 37809.20	"21949.98	" 3996.26
Rosita	"1023.79	" 3412.70	" 36157.97	"10623.79	"15712.70	" 26157.97	" 3000.00	" 6280.08
Dorothy Vernon	" 903.41	"13403.23	" 34003.23	"5403.41	" 7583.23	" 7583.23	"26480.00	" 3009.29
Way Down East	"1303.21	"4819.30	"121378.53	"1103.21	" 5169.30	"116378.53	" 3000.00	" 2067.73
Love Flower	" 250.00	"1579.07	"23484.59	" 300.00	" 1979.07	" 20599.59	" 2885.00	" 791.62
Dream Street	" 149.79	" 246.16	"30291.44	" 149.79	" 401.16	" 20896.44	" 9395.00	" 160.47
Orphans	"3437.54	"6110.06	"110235.77	"4387.54	" 9160.06	"100435.77	" 9300.00	" 3664.03
Birth	" 50.00	" 788.99	" 76109.15	" 350.00	" 2488.99	" 52642.69	"23466.66	" 995.60
One Exciting Night	---	"4350.00	" 31610.82	"1200.00	" 3420.00	" 16830.82	"14780.00	" 1026.00
White Rose	" 867.27	"6247.27	" 28297.27	" 867.27	" 867.27	" 867. 27	"27430.00	" 346.91
Love & Sacrifice	---	"3000.00	" 3000. 00	---	---	---	" 3000.00	---
Woman of Paris	"2069.22	"17223.52	"43177.82	"2769.22	"25043.52	" 31397.82	"11780.00	"10017.41
Small Town Idol	" 672.99	" 2121.39	" 27939.74	" 672.99	" 3821.39	" 27209.74	" 730.00	" 1337.49
Molly O	" 752.61	" 1552.83	" 25636.80	" 752.61	" 3052.83	" 21846.80	" 3790.00	" 1068.50
Down on the Farm	" 292.13	" 812.37	" 1819.87	" 292.13	" 812.37	" 1819.87	---	" 324.95
Shriek	" 595.72	" 2804.90	" 25794.84	" 915.72	" 3489.90	" 19694.84	" 6100.00	" 1395.96
Crossroads	" 166.46	" 1164.07	" 21583.67	" 166.46	" 2984.07	" 12933.67	" 8650.00	" 1044.42
Suzanna	" 443.35	" 3165.41	" 23087.25	" 763.35	" 2905.41	" 14652.25	" 8435.00	" 1162.15
Extra Girl	---	" 4440.00	" 10290.00	---	" 2800.00	" 5300.00	" 4990.00	" 1120.00
Iron Trail	" 21.28	" 1002.91	" 21045.16	" 21.28	" 852.91	" 15465.16	" 5580.00	" 255.87
Fair Lady	" 852.51	" 1219.83	" 21594.18	"1052.51	" 1719.83	" 13404.18	" 8190.00	" 515.96
Disraeli	" 95.32	" 1324.07	" 13241.99	" 95.32	" 1474.07	" 7751.99	" 5490.00	" 442.23
Ruling Passion	" 117.16	" 593.01	" 18620.20	" 117.16	" 1893.01	" 12005.20	" 6615.00	" 610.16
Silent Voice	---	" 492.60	" 17087.48	" ---	" 642.60	" 6042.48	"11045.00	" 192.78
Doll's House	" 209.47	" 1242.01	" 19760.48	" 959.47	" 1992.01	" 14625.48	" 5135.00	" 597.61
Salome	" 205.35	" 1973.61	" 27850.95	" 205.35	" 1063.61	" 20950.95	" 6900.00	" 425.45
Tailor Made Man	" 21.28	" 786.71	" 25271.46	" 21.28	" 1826.71	" 18511.46	" 6760.00	" 488.02
Girl I Loved	" 82.83	" 2115.24	" 20216.97	" 202.83	" 1875.24	" 12541.97	" 7675.00	" 562.58
3 Must Get Theres	" 45.43	" 912.63	" 26962.78	" 220.43	" 1467.63	" 22002.78	" 4960.00	" 587.05

	S A L E S			PLAYER'S EARNED			Unplayed Contracts	Current Share this year
	April	4 months this year	Accumulative to date	April	4 months this year	Accumulative to date		
Romance	¥ 85.00	¥ 848.41	¥ 14597.15	¥ 82.00	¥ 848.41	¥ 8974.15	¥ 9858.00	¥ 194.4
Roman's Woman	" 88.09	" 1419.00	" 17870.84	" 88.09	" 714.00	" 8148.88	" 9786.68	" 889.4
Judith of Bethulia	" --	" 97.81	" 13880.40	" ---	488.01	" 10898.40	" 7988.00	" 144.7
Garrison's Finish	" 880.14	" 1088.18	" 22534.76	" 1170.14	1088.18	" 10404.76	" 2780.00	" 874.01
Hill Billy	" ----	" 3890.00	" 18090.00	" 750.00	1550.00	" 7780.00	" 4310.00	" 732.00
He Here Woman	" 881.86	" 8841.26	" 10741.86	" 981.86	981.86	" 3811.86	" 7930.00	" 384.50
Richard	" 116.44	" 8816.51	" 23015.51	" 816.44	7436.51	" 10886.51	" 8480.00	" 8298.51
Loving Lies	" 400.00	" 8806.00	" 11068.00	" 1060.00	3180.00	" 8480.00	" 8606.00	" 1260.00
Babylon	" ---	" 1870.00	" 9896.00	" ---	800.00	" 5000.00	" 8898.00	" 180.00
Mother and Law	" ---	" 1475.00	" 9580.00	" ---	---	" ---	" 9580.00	" ---
Darker Half	" 800.00	" 3870.00	" 18970.00	" 950.00	7300.00	" 7300.00	" 5670.00	" 2980.06
Grand Total	¥ 57345.00	¥849943.77	¥ 1827026.01	¥ 89388.00	¥345303.77	¥1378703.09	¥449123.38	¥155554.13

H.O.Operating	¥ 15921.01	¥ 42536.41	¥ 15921.01	¥ 42536.41
H.O.Exch.Operating	" 12046.54	" 49652.85	" 12046.54	" 49652.85
Total Expenses	¥ 27967.55	¥ 92189.26	¥ 27967.55	¥ 92189.26
% of Head Office Operating	27.76	17.03	17.81	12.32
% of Exchange	21.01	19.87	13.48	14.38
% of Total Expenses	48.77	36.90	31.29	26.70

UNITED ARTISTS CORPORATION
HOME OFFICE OF FAR EAST
Operating Expenses for
Month of April and
Accumulative this year.

Classification		This Month		Cumulative
1. Salaries				
A. Commissions		¥ 893.87		¥ 3453.02
B. Executive & Employees				
Sales	¥2976.19		¥10714.29	
Accounting & Finance	" 1370.68		" 3760.82	
General	" 1364.82	"5711.69	" 7102.08	26561.59
2. Rent		" 405.00		1620.00
3. Travelling		"7886.87		9189.52
4. Stationery		" 94.05		555.15
5. Tel. & Tel.		" 296.08		800.04
6. Postage		" 39.01		80.45
7. Freight		" 105.89		105.89
8. Attorney Fees		" ---		---
9. Insurance		---		---
10. Advertising				
Trade Paper		---		---
" " Publ.		---		---
Theatre		---		---
General		---		---
11. Miscellaneous		" 18.55		150.76
		¥15,921.01		¥42,536.41

ANALYSIS OF SALARIES FOR APRIL,1955

AND CUMULATIVE THIS YEAR.

Country		Sales	Brokers Shippers & Inspectors	Advertising	Translation	Miscel.	Total
Japan	April	1564.34	630.00	160.00	320.00	545.00	3239.34
	Cumulative	6159.86	2574.00	760.00	1600.00	2619.25	13734.11
China	April	--	--	--	--	--	--
	Cumulative	--	--	--	--	--	--
India	April	--	--	--	--	--	--
	Cumulative	--	--	--	--	--	--
S.S.	April	1113.75	87.75	--	--	60.75	1262.25
	Cumulative	4532.75	324.25	--	--	269.29	5126.29
D.E.I.	April	--	--	--	--	--	--
	Cumulative	1607.72	--	--	--	--	1607.72
Total	April	2698.09	717.75	160.00	320.00	605.75	4501.59
n	Cumulative	14330.33	2898.25	760.00	1600.00	2879.54	22468.12

UNITED ARTISTS CORPORATION.

Played Business April,1935.

			This Month Played	Cumulative Played to date.
1F Musketeers	Japan		¥155.00	¥19716.99
	China		---	11747.34
	Manila		---	4000.00
	India		329.84	26076.59
	S.S.		---	4345.56
		Total	¥484.84	¥66186.49
2F Clouds	Japan		---	¥ 8271.67
	China		---	" 5398.91
	Manila		---	" 1218.04
	India		139.58	" 5191.53
	S.S.		---	" 1906.69
		Total	¥139.58	¥20685.64
3F His Majesty	Japan		¥320.00	¥ 5795.00
	China		"484.08	" 6029.58
	Manila		---	" ~~---~~
	India		---	---
	S.S.		---	" 3237.22
		Total	¥804.08	¥15061.80
4F Mollycoddle	Japan		¥200.00	¥ 9668.67
	China		"374.31	" 4741.28
	Manila		---	" 1031.00
	India		68.09	" 5940.03
	S.S.		---	" 2267.49
	D.E.I.		556.59	" 556.59
		Total	¥1198.99	¥24205.06
5F Mark of Zorro	Japan		¥ 459.00	¥12376.43
	China		---	" 6264.39
	Manila		---	" 2000.00
	India		490.88	"14415.94
	S.S.		---	" 4894.95
	D.E.I.		2346.38	" 2346.38
		Total	¥3296.26	¥42298.09
6F Nut	Japan		¥ 70.00	" 3934.00
	China		--	" 3259.30
	Manila		--	" 1218.04
	India		--	" 6431.13
	S.S.		--	" 2110.90
	D.E.I.		669.70	" 669.70
		Total	¥ 7[illegible].70	¥17623.07

UNITED ARTISTS CORPORATION

Played Business April, 1935.

			This Month Played	Cumulative Played to date.
7P Robin Hood	Japan		¥1600.00	¥62851.48
	China		" 757.56	"23621.53
	Manila		---	"10961.39
	India		"1545.59	"35711.96
	S.S.		" 472.50	"13666.72
		Total	¥4375.65	¥146813.07
8P Thief of Bagdad	Japan		¥18150.00	¥114291.20
	China		" 3663.70	" 34594.62
	Manila		---	---
	India		"12923.37	" 12923.37
	S.S.		---	---
		Total	¥34737.07	¥161809.39
1P Fauntleroy	Japan		---	" 17194.97
	China		---	" 8928.88
	Manila		---	" 4000.00
	India		---	" 9940.92
	S.S.		---	" 2135.84
	D.E.I.		¥3052.80	¥ 3052.80
		Total	¥3052.80	¥ 45253.41
2P Back Door	Japan		---	" 4423.76
	China		---	" 3802.62
	Manila		---	" 2010.05
	India		---	" 4208.02
	S.S.		---	" 1931.36
	D.E.I.		¥ 573.98	" 573.98
		Total	¥ 573.98	¥ 16949.79
3P Suds	Japan		---	" 4571.20
	China		" 193.67	" 3751.51
	Manila		---	" ---
	India		---	" 4001.09
	S.S.		---	" 1534.80
	D.E.I.		" 101.16	" 101.16
		Total	¥ 294.83	¥ 13959.76
4P Love Light	Japan		---	" 8940.90
	China		---	" 2654.45
	Manila		---	---
	India		" 54.47	" 4784.48
	S.S.		" 47.25	" 1617.37
		Total	¥ 101.72	¥ 17997.20

[illegible] AUTHOR CORPORATION

Played Business April,1[illegible]. (3)

		This Month Played	Cumulative played to date
5F Pellyanna	Japan	¥ ---	¥ 5815.30
	China	---	" 3115.50
	Manila	---	" 1374.11
	India	---	" 4968.60
	S.S.	---	" 1[illegible]
	Total	---	¥ 19404.23
6F Tess	Japan	---	¥ 20316.63
	China	---	" 7180.31
	Manila	---	" 4040.40
	India	---	" 5173.36
	S.S.	¥ 67.50	" 1120.50
	Total	¥ 67.50	¥ 37809.20
7F Rosita	Japan	¥6000.00	¥ 13800.00
	China	"4419.10	" 6939.53
	Manila	---	---
	India	" 104.69	" 7418.44
	S.S.	---	---
	Total	¥10523.79	¥ 28157.97
8F Dorothy Vernon	Japan	¥ 5200.00	¥ 5200. 00
	China	---	---
	Manila	---	---
	India	" 203.41	" 2323.23
	S.S.	---	---
	Total	¥ 5403.41	¥ 7523.23
18 Way Down East	Japan	¥ 100.00	" 62344.11
	China	" 687.14	" 23337.62
	Manila	---	" 4113.18
	India	" 316.07	" 21415.04
	S.S.	---	" 7168.58
	Total	¥ 1103.21	¥ 118378.53
20 Love Flower	Japan	¥ 300.00	¥ 896[illegible].18
	China	---	" 3988.54
	Manila	---	" 2320.00
	India	---	" 3589.39
	S.S.	---	" 1741.48
	Total	¥ 300.00	¥ 2[illegible]599.59

UNITED ARTISTS CORPORATION

Played Pictures April,1935. (4)

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			This Month Played	Cumulative Played to date
50 Dream Street	Japan		---	¥ 12512.50
	China		---	" 899.65
	Manila		---	" 2000.00
	India		¥ 149.79	" 6174.31
	S.S.		---	---
		Total	¥ 149.79	¥ 20586.46
40 Orphans	Japan		¥ 1750.00	¥ 54889.84
	China		" 1089.42	" 19941.15
	Manila		---	" 6649.95
	India		---	" 17460.61
	S.S.		" 1548.12	" 1889.92
		Total	¥ 4387.54	¥100435.77
50 Birth	Japan		¥ 850. 00	¥ 37933.33
	China		---	" 13955.96
	Manila		---	" 1455.20
	India		---	---
	S.S.		---	---
		Total	¥ 850.00	¥ 52642.49
60 One Exciting	Japan		¥ 1200.00	¥ 10400.00
	China		---	" 6430.82
	Manila		" ---	---
	India		---	---
	S.S.		---	---
		Total	¥ 1200.00	¥ 16830.82
10 Woman of Paris	Japan		¥ 1100.00	¥ 14850.00
	China		" 893.06	" 8872.76
	Manila		---	---
	India		" 419.59	" 5729.26
	S.S.		" 356.57	" 1945.80
		Total	¥ 2769.22	¥ 31597.82
18 Small Town Idol	Japan		¥ 180.00	¥ 16817.53
	China		---	" 5025.64
	Manila		---	" 1792.50
	India		" 271.51	" 2080.97
	S.S.		---	" 1271.62
	D.E.I.		" 221.48	" 221.48
		Total	¥ 672.99	¥ 27209.74

UNITED ARTISTS CORPORATION

Played Business April,1933. (6)

			This Month Played	Cumulative Played to date
86 Molly O	Japan		---	¥ 13832.66
	China		---	" 3234.12
	P.I.		---	" 1728.60
	India		¥ 449.11	" 1480.12
	S.S.		---	" 1615.74
	D.R.I.		" 224.80	" 224.80
		Total	¥ 769.81	¥ 21915.84
36 Down on the Farm	Japan		---	---
	China		---	---
	P.I.		---	" 1007.50
	India		¥ 52.15	" 542.37
	S.S.		" 270.00	" 270.00
		Total	¥ 322.15	¥ 1819.87
43 Xroads of N.Y.	Japan		---	¥ 8610.00
	China		---	" 1709.60
	Manila		---	" 1792.50
	India		---	---
	S.S.		¥ 166.46	" 821.57
		Total	¥ 166.46	¥ 12933.67
58 Shriek of Araby	Japan		¥ 150.00	¥ 11363.66
	China		" 256.32	" 4208.27
	P.I.		---	---
	India		" 20.23	" 2585.75
	S.S.		---	" 1047.99
	D.R.I.		" 489.17	" 489.17
		Total	¥ 915.72	¥ 19694.84
68 Suzanna	Japan		¥ 120.00	" 7390.00
	China		" 249.54	" 3930.13
	P.I.		---	---
	India		---	" 2659.15
	S.S.		" 393.81	" 672.97
		Total	¥ 763.35	¥ 14652.25
78 Extra Girl	Japan		---	¥ 5300.00
	China		---	---
	P.I.		---	---
	India		---	---
	S.S.		---	---
		Total	---	¥ 5300.00

Played Business April,1935.

			This Month played	Cumulative played to date
1B Iron Trail	Japan		---	¥ 8780.00
	China		---	" 2007.95
	P.I.		---	" 1160.00
	India		¥ 81.86	" 2836.95
	S.S.		---	" 1078.35
		Total	¥ 81.86	¥ 15465.16
2B Fair Lady	Japan		---	¥ 6030.00
	China		¥ 956.58	" 1918.91
	P.I.		---	" 1160.00
	India		" 7.66	" 2860.80
	S.S.		---	" 1858.54
	S.S.I.		¥ 798.53	" 798.53
		Total	¥1062.51	¥15404. 18
1A Disraeli	Japan		---	¥ 1472.00
	China		---	" 3020.65
	P.I.		---	" 1007.50
	India		¥ 95.32	" 1194.01
	S.S.		---	" 1077.83
		Total	¥ 95.32	¥ 7751.99
2A Ruling Passion	Japan		---	¥ 6049.18
	China		---	" 3321.00
	P.I.		---	" 1010.10
	India		¥ 117.16	" 843.01
	S.S.		---	" 741.91
		Total	¥ 117.16	¥ 12005.20
3A Silent Voice	Japan		---	¥ 2740.00
	China		---	" 1488.62
	P.I.		---	" 1190.00
	India		---	---
	S.S.		---	" 623.86
		Total	---	¥ 6042.48
1B Doll's House	Japan		¥ 825.00	¥ 5840.00
	China		---	" 3908.08
	P.I.		---	" 1020.42
	India		" 134.47	" 2704.78
	S.S.		---	" 1252.20
		Total	¥ 959.47	¥ 14625.48

[illegible] AUSTRIAN CORPORATION

Played Business April,1935.

			This Month Played	Cumulative Played to date
8X Salome	Japan		¥ 50.00	¥ 13555.00
	China		---	" 3552.95
	Manila		---	---
	India		" 46.81	" 2022.14
	S.S.		" 105.54	" 1490.86
		Total	¥ 202.35	¥ 20620.95
1X Tailor Made Man	Japan		---	¥ 11802.52
	China		---	" 3551.67
	P.I.		---	---
	India		¥ 91.26	" 1807.94
	S.S.		---	" 1312.33
		Total	¥ 91.26	¥ 18511.46
8X Girl I Loved	Japan		¥ 120.00	¥ 8390.00
	China		---	" 1688.15
	P.I.		---	---
	India		" 82.83	" 1770.83
	S.S.		" ---	" 692.99
		Total	¥ 202.83	¥ 12541.97
1L 3 Must Get Theres	Japan		¥ 200.00	¥ 10091.12
	China		---	" 4043.75
	P.I.		---	" 1092.90
	India		" 20.43	" 4012.24
	S.S.		---	" 2762.77
		Total	¥ 220.43	¥ 22002.78
1X Romance	Japan		---	" 1230.00
	China		---	" 1250.99
	P.I.		---	" 609.03
	India		¥ 82.55	" 1391.87
	S.S.		---	" 722.26
		Total	¥ 82.55	¥ 5274.15
2X Woman's Woman	Japan		---	¥ 3430.00
	China		---	" 1200.23
	P.I.		---	---
	India		¥ 28.09	" 1954.22
	S.S.		---	" 1561.11
		Total	¥ 28.09	¥ 8145.56

UNITED ARTISTS CORPORATION

Played Business April, 1926. (6)

			This Month Played	Cumulative Played to date
6A Judith of Bethulia	Japan		---	¥ 9658.00
	China		---	" 2587.53
	P.I.		---	---
	India		---	---
	S.S.		---	" 355.87
		Total	---	¥ 12601.40
1J Garrisons Finish	Japan		¥ 270.00	" 11259.98
	China		---	" 3078.53
	P.I.		---	" 1002.90
	India		" 493.64	" 493.64
	S.S.		---	" 1673.21
	D.N.I.		" 406.50	" 406.50
		Total	¥1170.14	¥ 18004.76
2J Hill Billy	Japan		¥ 750.00	¥ 6700.00
	China		---	" 1080.00
	P.I.		---	---
	India		---	---
	S.S.		---	---
		Total	¥ 750.00	¥ 7780.00
1E No More Women	Japan		---	" 2550.00
	China		¥ 961.26	" 961.26
	P.I.		---	---
	India		---	---
	S.S.		---	---
		Total	¥ 961.26	¥ 3511.26
2E Richard the Lion-hearted	Japan		---	" 10600.00
	China		¥ 516.44	" 5995.51
	P.I.		---	---
	India		---	---
	S.S.		---	---
		Total	¥ 516.44	¥ 16595.51
3E Loving Lies	Japan		¥ 1050.00	¥ 5450.00
	China		---	---
	P.I.		---	---
	India.		---	----
	S.S.		---	---
		Total	¥ 1050.00	¥ 5450.00

[illegible] AMERICA CORPORATION
Royal Matinee April,[illegible].

(9)

			This Month Placed	Cumulative Placed to date
10X Fall of Babylon	Japan		---	¥ 5000.00
	China		---	---
	P.I.		---	---
	India		---	---
	S.S.		---	---
		Total	---	¥ 5000.00
50X His Darker Self	Japan		¥ 950.00	¥ 7500.00
	China		---	---
	P.I.		---	---
	India		---	---
	S.S.		---	---
		Total	¥ 950.00	¥ 7500.00
70 White Rose	Japan		---	---
	China		---	---
	P.I.		---	---
	India		¥ 867.27	¥ 867.27
	S.S.		---	---
	D.E.I.		---	---
		Total	¥ 867.27	¥ 867. 27
		GRAND TOTAL	¥ 89388.60	¥1378703.59

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

UNITED ARTISTS CORPORATION
of the Far East
Balance Sheet and Income Statement
May 2nd, 1925.

Balance Sheet	This Month	Same Month last year	Net Increase.
Assets			
1. Cash in Bank	¥ 15314.68	¥ 3642.60	¥11672.08
2. Cash Advances & Deposits(Schedule "A")	" 10899.14	" 18056.27Dr	.6957.13
3. Accounts Receivable(Schedule "B")	" 37400.12	" 18722.64	18677.48
4. Accessories	" 13274.45	" 8153.45	5120.97
5. Suspense	" 3346.93	" 500.00	2846.93
6. Deficit on Played & Earned basis	"238718.92	"223309.45	15409.47
	¥319053.48	¥267784.44	¥51269.04
LIABILITIES			
1. Accounts Payable (Schedule "C")	¥228703.81	¥173862.99	¥54840.82
2. Deposits from Exhibitors	90349.67	" 93921.45Dr	.3571.78
	¥ 319053.48	¥267784.44	¥51269.04

Income Statement			
Contracts Played & Earned this year	¥ 345303.77	¥268669.50	¥76634.27
1. Corporation share of Played & Earned this year	" 135554.13	"101662.77	"33891.36
2. Corporation share of Prints,duty & etc.	" 12401.93	" 5382.93	" 7019.00
3.	" 123152.20	" 96279.84	"26872.36
4. Operating Expenses	" 92189.26	" 66464.13	"25725.13
5. Net Profit	" 30962.94	" 29815.71	" 1147.23
6. Commission to New York on Played & earned	" 13812.14	" 10746.79	" 3065.35
7. Net Profit	" 17150.80	" 19068.92Dr	.1918.12
8. Other Income & Deductions(Schedule "D")	" 4306.49	" 2225.50	2080.99
9. Net Profit this year	" 12844.31	" 16843.42Dr	.3999.11
10. Deficit December 27,1924	" 251563.23	"240152.87	"11410.36
11. Deficit May 2nd,1925	¥ 238718.92	¥223309.45	¥15409.47

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SCHEDULE "A".

Assets	Cash Advances & Deposits	May 2nd.1925.	
Cash Advances:-	H.W.Pierson	¥1569.65	
	H.J.H.Mittwer	"2294.81	
	Sumuki	150.00	
	H. Takamura	100.00	
	Kamada	40.00	
	H. Takamura	500.00	
	J. Westendorp	475.00	¥4929.14
Petty Cash:-			750.00
Deposits:-	"Back Door"Case , Osaka	400.00	
	Crescent Building, Kobe	600.00	
	Telegraph office	300.00	4200.00
			¥10829.14

SCHEDULE "B"
Accounts Receivable.

Krisel & Krisel, Shanghai		1345.14	
H.W.Frazar & Co., Tientsin		524.70	
Chas.Chaplin Old Film		43.56	
United Artists Corp., Batavia		6490.79	
Miscellaneous Accounts Receivable		8378.99	
H. Abrams:-Commission paid on Sales basis in excess of commission ~~on~~ played & earned		3528.33	¥20309.53
Advances to Producers in excess of share of played & Earned:-			
Douglas Fairbanks:-	"THREE Musketeers"	¥859.10	
	"When the Clouds Roll By"	"417.65	
	"His Majesty the American"	"307.65	
	"Nut"	"355.81	1940.30
Mary Pickford:-	"Thru the Back Door"	¥381.28	
	"Suds"	"216.08	
	"Love Light"	"430.83	
	"Pollyanna"	"911.89	
	"Tess of the Storm Country"	"126.03	
	"Dorothy Vernon"of Haddon Hall"	68.38	2134.49
D.W.Griffith:-	"Dream Street"	¥263.56	
	"Birth of a Nation"	"399.47	
	"One Exciting Night"	"157.10	
	"White Rose"	497.47	
	"America"	907.50	
	"Isn't Life Wonderful"	452.51	9677.61
Mack Sennet	"Small Town Idol"	112.75	
	"Down on the Farm"	441.63	
	"Xroads of New York"	20.00	
	"Extra Girl"	441.79	1016.17
Bennet Pict.Corp.:-"Iron Trail"			210.57
Distinctive Production :-"Silent Voice"			45.86

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SCHEDULE "B" (Continued) May 3rd,1935.
(2)

Chas. Ray:-	"Tailor Made Man"	$1040.69	
A.L. Grey:-	"Judith of Bethulia"	85.40	
	"Salvation Hunters"	166.80	
Jack Pickford:-	"Waking Up the Town	369.51	
Associated Authors:-	"Richard the Lion Hearted	45.05	
Mark Producing Corp.:-	"Fall of Babylon" $ 28.80 "Mother & The Law" 311.05	339.51	$17020.59
			$ 37400.18

SCHEDULE "G"

May 2nd,1926.

Liabilities — **Accounts Payable**

United Artists Corp., New York - Advances		$129386.63
" " " " " Commissions		" 56150.64
" " " Singapore		" 2992.37
E. W. Fraser & Co., Harbin		" 181.79
Accrued Salaries Payable		" 1507.75 $189121.77

Accounts payable to Producers for share of Played & Earned:-

Douglas Fairbanks:-	"Mollycoddle"	$339.57		
	"Mark of Zorro"	1516.21		
	"Robin Hood"	1540.75		
	"Thief of Bagdad"	15523.09	$ 18919.62	
Mary Pickford:-	"Little Lord Fauntleroy"	1995.45		
	"Rosita"	4091.15	" 6086.60	
D.W.Griffith:-	"Way Down East"	472.60		
	"Love Flower"	301.08		
	"Orphans of the Storm"	2476.69	" 3250.37	
Chas.Chaplin:-	"Woman of Paris"		" 4799.82	
Mack Sennet:-	"Molly O"	355.47		
	"Shriek of Araby"	205.17		
	"Suzanna"	433.78	" 994.42	
Bennet Pict.Corp.:-	"Fair Lady"		1538.54	
Distinctive Pict. Corp.:-	"Disraeli"	129.89		
	"Ruling Passion"	7.90	" 137.79	
Nazimova:-	"Doll's House"	727.93		
	"Salome"	16.70	" 744.63	
Chas.Ray:-	"Girl I Loved"		417.82	
Max Linder:-	"3 Must Get Theres"		309.97	
U.A.Corp.:-	"Romance"		499.25	
X.L.Production:-	"Woman's Woman"		23.74	
Jack Pickford:-	"Garrison's Finish"	481.95		
	"Hill Billy"	288.44	770.39	
Associated Authors:-	"No More Women"	180.06		
	"Loving Lies"	448.50	628.56	
G.& H. Pict.Corp.:-	"His Darker Self"		390.52	39512.04
				$228703.81

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SCHEDULE "D".

May End, 1965.

OTHER INCOME & DEDUCTION.

Accessories	W 534.19	
Miscellaneous Deduction	885.99	
Interest	1019.32	
Exchange Fluctuation	8881.15	
Auditors Fees	1165.31	W12485.89
Other Miscellaneous Income		8119.40
		W 4306.49

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- -X

IN RE, Additional assessment
for year 1922 in the sum of
$789.04 assessed against

J.C.EPPING,
1476 Broadway, New York City.

Refer: IT: PA: 2
LVH: 201.

- -X

CITY, COUNTY AND
STATE OF NEW YORK. } ss.:

J.C.EPPING, being duly sworn, deposes and says that his address is #1476 Broadway, City, County and State of New York and that he is the J.C.Epping above-referred to against whom additional assessment has been made, as per statement under date of April 10th 1925 (IT: PA:2, LVH:201).

That he hereby protests the additional assessment of $789.05 made against him for the year 1922 on the ground that the item of $13282.13 reported on information certificate Form 1099 filed by D.W.Griffith Incorporated, of Orienta Point, Mamaroneck, New York, is incorrect in that the said certificate should have reported the sum of $10,400. paid as salary for the year 1922; that the item of $13,282.13 is made up of salary ~~xx~~ paid to him for 1922, viz; $10,400. plus the sum of $2882.13, representing interest paid to him by said D.W.Griffith, Inc. on account of loans made by him to said D.W.Griffith, Inc.; that said interest item of $2882.13 has been included, together with other interests received by said deponent under the item of interest received, reference to the return made by him for the year 1922 being hereby made.

Deponent therefore prays that the additional assessment as above referred to be withdrawn since he has reported the full income received by him and since the

information certificate filed by D.W.Griffith, Incorporated as above referred to was erroneous.

Sworn to before me this
day of April, 1928.

126

- -

IN RE, Additional Assessment
for year 1922 in the sum of
$789.04 assessed against

J.C.EPPING,
1474 Broadway, New York,N.Y.

Refer: IT:PA: E
LVH: 201.

- -

CITY, COUNTY AND
STATE OF NEW YORK. } ss.:

M.H.CAMPBELL, being duly sworn, deposes and says that she resides in the Sirlin Apartments, Mamaroneck Avenue, Mamaroneck, New York,; that she is an accountant in the employ of D.W.GRIFFITH, INCORPORATED.

Deponent further says that she is familiar with the accounts and books of account of said D.W.Griffith, Inc; that said D.W.Griffith, Inc. paid during the year 1922 to J.C. Epping a total sum of $13,282.13 which total sum is made up as follows:

$10,400 salary for the year 1922 paid to J.C.Epping, and $2,882.13, paid to J.C.Epping for interest on loans made to D.W.Griffith Incorporated.

Deponent further states that she is in no way interested in the result of the protest being made by said J.C.Epping against the assessment of additional tax and that she is not related to the said J.C.Epping in any way.

Sworn to before me this)
day of April, 1925.) _____

VICTORIA

May 1, 1925

Mr D. W. Griffith
Motion Picture Producer
Hollywood, Cal.

Dear Sir:-

As an admirer of the excellence and educational value of your super-productions, such as "Hearts of the World" and "The Birth of a Nation," I write to sug est that you undertake the filming of H. G. Wells' "Outline of History." This I know would be a gigantic task, probably greater than any you have yet attempted, but if it could be done the result should be worth while. It would of course be too great for any single performance and could only be done in serial form. I believe, however, that this History has dramatic value which should make it at once both entertaining and educative.

It is a story that admits of constant change of scenery, costumes and actors. If one could picture the world evolving from the nebula, the melting up and breaking down of its surface, the first appearance of vegetable and animal life, the dinosaurs of the early years, the apperance of later nimals and finally of man little removed from the ape; the progress of the cave man to the Reindeer and ~~Neolithic Neolithic~~ Neolithic ages, the family life, the tribal, the national and Imperial forms with the constant struggle for supremacy; the ages of Greek and Roman power with glimpses of Alexander the Great, Julius Ceasar, Nero and Constantine, the rise of Christianity, the Hunds under Attila the Tartars under Jenghis Khan, the discovery of America and its settlement and Independence, the French Revolution and Napoleon Bonoparte, the rise of the British Empire and events carrying down to the end of the Great War, and the present position of the world, - all this would be a wonderful achievement.

I simply throw this out as a hint from one, having no skill in these matters himself, to one who might undertake it. The educational value to the world of such a series could not be underestimated, and it is with the hope that something may be done to teach the world universalism as opposed to mere nationalism that I have ventured to write you.

~~My position is that of Private s~~

My position is that of Private Secretary to the Hon. John Oliver, Premier of British Columbia.

I shall be pleased to learn your idea of this suggestion, if you can spare the time to write.

Yours truly

James Thorton

May 1st 1926.

Mr. Ralph A. Kohn,
Asst.Sec'y & Treas.,Famous Players-Lasky Corp.,
485 Fifth Avenue,
New York City.

Dear Mr. Kohn:

As per your request of the 30th ult., I am enclosing herewith copy of original contract between Mr. Griffith and the United Artists Corporation which has been assumed by D.W.Griffith Incorporated. This contract as you note has been amended in regard to the division of gross, a copy of which language appears in the Supplemental contract between United Artists Corporation and D.W.Griffith, Incorporated, which is also enclosed.

Will you kindly return this contract to me when you are finished with the same.

I am also enclosing copy of memorandum of consent signed by Mr. Ludvig on behalf of Famous Players, Mr.Griffith on behalf of D.W.Griffith Incorporated and individually agreeing upon the next picture produced by Mr. Griffith pursuant to his contract with your Corporation, and that the same shall be a small picture and shall be the story entitled "THAT ROYLE GIRL", or as interlined by myself "or another story that may be mutually agreed upon."

I believe that Mr. Griffith has finally decided on "THAT ROYLE GIRL" with your scenario department, but he wished to have this clause inserted in case they should select some other story in the interim.

Will you please advise Mr. King and Mr. Ludvigh that I have forwarded this memorandum agreement to you, which is dated March 30th last.

Thanking you for your attention to the matter, I remain

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB:GDM
ENCS.

TREASURY DEPARTMENT

WASHINGTON

OFFICE OF
COMMISSIONER OF INTERNAL REVENUE

ADDRESS REPLY TO
COMMISSIONER OF INTERNAL REVENUE
AND REFER TO

MT-CST-3 NY-17041-CST

May 1, 1925.

David W. Griffith Corporation,
130 West 42nd Street,
New York, New York.

Gentlemen:

Reference is made to your capital stock tax return, Form 707, filed September 24, 1924, for the taxable period ending June 30, 1925.

Additional data are required as follows:

(1) A detailed statement of receipts and disbursements of the company from July 1, 1923, to the present time, giving dates and amounts involved.

(2) A statement of the assets and liabilities of the company which will reflect all the assets at their actual values as of June 30, 1924.

Compliance within fifteen days is desired.

Respectfully,

R.M.Estes,
Deputy Commissioner.

A&L 1925

RP

$500.00 NEW YORK CITY, MAY 1st, 192[illegible]

ON AUGUST 1st, 1925 - - - after date WE promise to pay to the order of - - - -A. H. T. BANZHAF- - - - - -

FIVE HUNDRED AND 00/100 - - - - - - - - Dollars

Payable at CENTRAL UNION TRUST COMPANY, 42nd STREET & MADISON AVE., N.Y.C.

Value received D. W. GRIFFITH, INCORPORATED.

No. Due ---8/1/25---

TREAS.

COLUMBIA BOND Drimmer Press, Printers & Stationers, 927 Broadway, New York

$1000.00 NEW YORK CITY, MAY 1st, 192[illegible]5

ON JULY 28th, 1925 - - - - - after date WE promise to pay to the order of - - - - -A. H. T. BANZHAF- - - - - - -

ONE THOUSAND AND 00/100 - - - - - - - - - Dollars

Payable at CENTRAL UNION TRUST COMPANY, 42nd STREET & MADISON AVE., N. Y. C.

Value received D. W. GRIFFITH, INCORPORATED.

No. Due---7/28/25---

TREAS.

COLUMBIA BOND Drimmer Press, Printers & Stationers, 927 Broadway, New York

$1500.00 NEW YORK CITY, MAY 1st, 192 5

ON AUGUST 1st, 1925 - - - after date WE promise to pay to the order of - - - -A. H. T. BANZHAF- - - - -

ONE THOUSAND FIVE HUNDRED AND 00/100 - - - - - Dollars

Payable at CENTRAL UNION TRUST COMPANY, 42nd STREET & MADISON AVE., N.Y.C.

Value received D. W. GRIFFITH, INCORPORATED.

No. Due---8/1/25----

TREAS.

COLUMBIA BOND Drimmer Press, Printers & Stationers, 927 Broadway, New York

New York City,
May 1st, 1925.

Mr. Neil Hamilton,
Feldcan Court,
Pelham,
New York.

Dear Mr. Hamilton:

We are enclosing herewith, payroll check for week ending May 1st, 1925.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.

1474 Broadway,
New York, N. Y.
May 5, 1926.

Mr. Bernarr Macfadden,
1926 Broadway,
New York, N. Y.

Dear Mr. Macfadden,

Just received your letter of April 24th. I am also sorry that you were unable to come over when we got word to you. However, I will let you know when we have anything interesting again, and perhaps you will be able to find time to come over and take luncheon or dinner at the same time.

You certainly made a hard request when you asked if I know of a director whom I consider a "comer". The best way I can answer you, I think, is to say that I have been trying for two or three years to find one myself whom I might use as an assistant, but so far have been unable to do so. I am frightened to death to recommend anyone for the position, and the only ones I know whom I would be willing to recommend are at the present time tied up with contracts. Of course, I know, as you do, that there must be capable directors if we only knew about them, but I have racked my brain for someone whom I could recommend to you, but at the present time I cannot think of a single one, that I would dare take a chance on. Of course, the big producing units keep more in touch with directors than I do, and I will make inquiries among some of the studio managers, and if I light upon anyone whom I would feel fairly safe in recommending for your consideration, I will do so.

With best wishes, and looking forward to seeing you in person soon, I remain

Sincerely yours,

DWG/CC

FAMOUS PLAYERS-LASKY CORPORATION
Paramount Pictures
485 FIFTH AVENUE
NEW YORK CITY

OFFICE OF RALPH A. KOHN
ASSISTANT SECRETARY-TREASURER

May 4, 1925.

Albert H. T. Banshaf, Esq.,
130 West 42d Street,
New York City.

My dear Mr. Banshaf:

This will acknowledge receipt of your letter of May 1st, with enclosures as stated.

I have followed your directions about advising Mr. King and Mr. Ludvigh, and will return the contract between Griffith and United Artists, of February 5, 1919, and the copy of the January 10, 1925, contract as soon as I am finished with them.

Please accept my thanks for them.

Sincerely yours,

Ralph A. Kohn

RAK:AR

BALLOT

I vote 3,750,000 shares in the affirmative for proposition numbered 2 on the Notice of Call.

May. 4/1925

F. M. Griffith
By E. Pell Hasser
~~In Person~~
By Proxy

At an Adjourned Meeting of the Stockholders of D.W.GRIFFITH, INCORPORATED, held at Room 607, Calvert Building 7131 East Fayette Street, Baltimore, Maryland, on the 4th day of May, 1925, at 12 o'clock noon pursuant to adjournment taken at the meeting held on the 13th day of April, 1925.

PRESENT:

D.List Warner, holding proxy of D.W.Griffith for 375,000 shares of Class "B" stock.

Albert H.T.Banzhaf, voting-Trustee, representing proxies for 67,453 shares of Class "A" stock.

Upon motion duly made, seconded and carried, Mr. D. List Warner was duly elected Chairman of the meeting in the absence of the President, Mr. D.W.Griffith, and Vice-President, Mr. Albert L. Grey.

Upon motion duly made, seconded and carried, Mr. Albert H.T. Banzhaf, Secretary of the Corporation, was duly elected Secretary of the meeting.

The Chairman declared that this meeting was held pursuant to an adjournment taken at the adjourned meeting of stockholders of D.W.Griffith, Incorporated held on the 13th day of April, 1925, at 12 o'clock noon, which meeting was held pursuant to an adjournment taken on the 6th day of April, 1925 at 12 o'clock noon and that the meeting was duly organized and ready to proceed to the transaction of such business as may have come regularly before the meeting of the Stockholders on the 6th day of April, 1925, or on the adjournmd meeting of April 13th 1925.

The Chairman then directed the Secretary to call the roll.

The Secretary then reported, after examination of the proxies, that there were present by proxy 375,000 shares of Class "B" stock, in the person of D.List Warner, and present by proxies 67,453 shares of Class "A" stock in the name of Albert H.T.Banzhaf as voting-trustee.

The Chairman then declared that since there was a majority of Class "A", viz. 67,453. shares, and the entire issue of 375,000 shares of Class"B" present, that the meeting

would be duly convened to transact such business as may have regularly come before the Stockholders Meeting on April 6th 1925, pursuant to the Notice calling said stockholders meeting.

Upon motion duly made, seconded and carried, the minutes of the Stockholders' Meeting held on the 6th day of April, 1925 and the Minutes of the Adjourned Meeting held on the 13th day of April were duly read, confirmed and approved.

Upon motion duly made, seconded and carried, the Minutes of the Directors' Meeting held on March 10th 1925 were again read and were duly ratified, confirmed and approved.

The Chairman then stated that the first order of business was the vote of Class "A" stockholders on Proposition 2 as set forth in the Notice of Call of the Annual Meeting, dated the 21st day of March, 1925, relative to the sale of the real property of the Griffith Corporation, which said proposition is as follows:

> "2. To take the vote of and/or receive at said meeting, and/or after any adjournment thereof, to receive from time to time the consent or consents of the holders of a majority of the Class "A" stock authorizing and confirming the sale of the studio property of the corporation at Mamaroneck, New York, according to a certain contract, dated January 2, 1925, between the company and E.W.HAMMONS, of New Rochelle, New York; and authorizing the sale of said property, or any or all of it, or of any or all of the remaining real property and improvements thereon, if any, from time to time thereafter as the directors in their judgment at any time may determine to be for the best interests of the company."

and further stated that only Class "A" shareholders were entitled to vote and that it required a majority, or 60,847 shares, of the Class "A" shares issued and outstanding to pass said proposition and that all those in favor of the proposition should vote by ballot in the affirmative and all those opposed to the proposition to vote by ballot in the negative.

He also directed the Secretary to distribute ballots to those present in person or by proxy and entitled to vote ' one vote for each share of stock standing in his or her name on the books of the Corporation.

After said ballots had been presented, the Chairman directed the Secretary to canvass said votes and report the result thereof to the Chair.

Whereupon, after presentation of the ballots to the Class "A" shareholders present in person or by proxy and after due canvass thereof by the Secretary, Mr. Banshaf, he reported that one ballot was cast voting 67,453 shares in the affirmative for Proposition #2 as set forth in the Notice of Call of the Annual Meeting under date of March 31st 1925, and that there were no ballots cast in the negative or any opposition thereto.

The Chairman then stated that since 67,453 shares of the Class "A" stock issued and outstanding had voted for Proposition #2 as set forth in the Notice of Call of the Meeting of Stockholders under date of March 31, 1925 had voted in favor of Proposition #2, and that said number constituted a majority of the Class "A" shares voted in favor of the said proposition, which is as follows:

"2. To take the vote of and/or receive at said meeting, and/or after any adjournment thereof, to receive from time to time the consent or consents of the holders of a majority of the Class "A" stock authorizing and confirming the sale of the studio property of the corporation at Mamaroneck, New York, according to a certain contract, dated January 2, 1925, betwen the company and E.W.HAMMONS, of New Rochelle, New York; and authorizing the sale of said property, or any or all of it, or of any or all of the remaining real property and improvements thereon, if any, from time to time thereafter as the directors in their judgment at any time may determine to be for the best interests of the company."

which proposition had been duly passed in accordance with the Charter and By-Laws of the Corporation, and that the Directors of the Corporation should take every action deemed necessary to carry out said Proposition in accordance with the affirmative majority vote of the Class "A" stockholders.

Whereupon, upon motion duly made, seconded and carried, it was

RESOLVED, that the Board of Directors and/or officers of this Corporation be and they hereby are authorized, empowered and directed from time to time to offer for sale, negotiate, contract to sell, as well as transfer title to any and all real property of the Corporation on such terms and for such price as they shall deem to be for the best interests of the Corporation in their discretion and particularly to carry out the terms of the contract under date of January 2nd 1925 for the sale of the Studio Property made with E.W.HAMMONS or with

his heirs, administrators and assigns.

The Chairman then stated that since there were not two-thirds of the Class "A" stockholders present in person or by proxy the action on Proposition 75 as set forth in the Notice of Call of the stockholders meeting, dated the 31st day of March 1928, would be deferred and no action taken thereon.

There being no further business to come before the meeting the same was adjourned.

Albert H. L. Bagley
Secretary.

Chairman

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Dlrg
Night Message	Nlt
Night Letter	N L

In case of doubt or delay ask the clerk for information.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Dlrg
Night Message	Nlt
Night Letter	N L

In case of doubt or delay ask the clerk for information.

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

RECEIVED AT

1925 MAY 4 PM 6 11

WC767 SL COLLECT NL

WASHINGTON DC 4

A H T BANSHAF

XC0015

130 WEST 42 ST NEWYORK NY

STOCKHOLDERS MEETING APPROVED SALE STOP AT WASHINGTON WILL BE AT UNITED ARTISTS PITTSBURGH OFFICE MORNING MAY FIFTH ADVISE HOME REGARDS

A H T BANSHAF.

New York City,
May 4th, 1928.

Mr. Fred Britton,
Motion Picture Equipment Co.,
218 East Avenue,
East Norwalk,
Connecticut.

Dear Sir:

The writer has been advised of your visit to our Studio at Mamaroneck, New York and in connection with same, wishes to advise you that we have no equipment left for sale.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:Is

Automobiles
PANHARD-LEVASSOR
"AVIONS-VOISIN"
Service Station

F. BERDOULAY

MOTOR REPAIRS
160 West 56th Street
New York

Telephone
CIRCLE 0749

LANCIA
Repairs & Parts

May.5.1925.

Mr. D.W.Griffith,
Long Acre Building,
City.

Dear Sir:-

Herewith average Labor and material to be supplied to your Hispano Car to have same in the best of shape.

Remove cylinders,grind valves,remove lower crankcase to refit loose connecting rod bearings,true same up with cylinders,remove camshaft and gears,readjust all to proper clearence,replace front end timing bearing, replace Delco points and neded wires,remove transmition, and all gears and realign same,replace clutch bearing, remove all brake drums,true same up on lathe and reline shoes with Raybestos,remove SERVO Brake and reline and readjust, remove front axle and steering assembly,replace steering knuckles,pins,bearings, and bushings,replace tie rod springs, and remount,remove and repair selfstarter,remove all spring schackles, and rebush,and make thrust washers for end play. clean and examine differential,and refill with oil. replace Tachometer,cable, improve tail lamp braket, replace broken spokes on wire wheels, reassemble it all and adjust and test, etc.

The cost of the above mentioned,executed in a first class workmanlike,and fully guaranteed,will be, ($ 1200'00.) twelve hundred dollars.

Hoping to be favored with your valued order i remain very truly yours,

Armand Berdoulay

New York City,
May 6th, 1928.

Mr. Beach,
United Artists Corp.,
729 Seventh Avenue,
New York.

Dear Mr. Beach:

In your next remittance to the Empire Trust Company, will you kindly mention specifically that $1241.95 of the amount represents interest on the loan to April 30th?

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

May 6th,1926

Mr. Morris Bauh,
636 West 22nd Street,
Chicago,
Illinois.

Dear Maurry:

Thank you very much for your letter of April 28th.

I also received a very nice letter from the New York Office telling me that they had received your instructions and would see that they were carried out; I surely appreciate this very much, old scout.

I have at last been able to get the correct color of the covering that I want for the chair and I have ordered the chair so the order should be in your Chicago Office by this time. Thank you very much for what you have done and what you may be able to do in regard to getting the chair as quickly as possible without, of course, sacrificing any of the workmanship because I had rather wait awhile and have it good than have a rush job.

Please remember Mildred and myself to Blanche, Ev and Ben.

Sincerely yours,

May 6, 1925

Mr. R. D. Beatty, General Manager,
Butterfield Circuit,
Joseph Mack Building,
Detroit,
Michigan.

Dear Sir:

I am very sorry I missed seeing you yesterday. I came in the office five minutes after you had left and endeavored all day to reach you; tried the Astor Hotel and they gave me your room number as 910. At 6:30 I succeeded in reaching 910 and found that it was another Mr. Beatty and that you had checked out at 6:33. I managed to reach Mrs. and she told me you were leaving town or had left early, so I just missed you all around.

I would appreciate hearing from you and letting me know if you expect to get here soon again. Also if there is anything new on the proposition we talked about.

With best regards,

Sincerely yours,

1476 Broadway
New York
May 6th, 1925

Mr. William H. Gerrall,
1718 Whitley Avenue,
Los Angeles,
California.

Dear Sir:

Mr. Griffith wishes me to acknowledge on his behalf, receipt of your two letters containing cash amounting to $25.

Yours very truly,

Secretary to Mr. Griffith

May 6, 1925

Mr. H.M. Gates
Deputy Commissioner of Internal Revenue
Treasury Department
Washington, D. C.

Re NT-GIT-3 NY-17041-SIT

Sir:

Replying to your favor of the first instant in relation to David W. Griffith Corporation, I wish to advise that the said corporation had no receipts nor made any disbursements from July 1st, 1923 to the present time.

I am also enclosing herewith statement of Assets and Liabilities of this Corporation as of June, 30, 1924. In relation to this statement I further wish to advise that the difference of $9500 in the item of good will and picture rights arises out of the fact that the two pictures in which this Corporation holds distributing rights have not been distributed or exhibited for a number of years and the sum of $500. represents their fair value as of this date. This explanation also applied as to the difference in the fair value of the capital stock.

Very truly yours,

RR:SC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

192

May 7, 1925

Mr. J. C. Epping
c/o D. W. Griffith, Inc.
1476 Broadway
New York City

Dear Mr. Epping:

I am enclosing herewith receipted bill for disbursements in re adjourned stockholders meeting at Baltimore.

Very truly yours,

AB:EC
Enc

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York City,

May 7th, 1926.

Mr. Benjamin F. Taylor,

6 South Main Street,

Port Chester,

N. Y.

Dear Sir:

We are enclosing herewith, our check to the order of Ernest Feldt in the sum of $30. This represents payment in full for all claims to date which Mr. Feldt may have against us.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

Enc.

Mss Acceptance for Mr. D. W. Griffith

324 Spencer Avenue,
(Garrick), Pittsburgh, Pa.

8
May,
1925.

FAMOUS PLAYERS LASKY CORPORATION,
485 FIFTH AVENUE,
NEW YORK CITY.

Gentlemen:

Probably all aspiring photoplay writers consider the approval of the FAMOUS PLAYERS LASKY CORPORATION as the pinnacle of their desire, particularly if this can be combined with the approval of Director General Griffith. In submitting to you our little play DEARHEART we feel that we already have the honor, indirectly, of Mr.Griffith's approval of it. His reader has pronounced it "a very unusual and promising story that should make an excellent picture."

We realize your desks must be literally covered with a mass of work, but we are daring to hope that neither you nor Director General Griffith will hold it against us or our Scenario DEARHEART that we use his distinguished name to gain your attention in introducing to you the Dulari of our story. Mr.Griffith asked his Secretary to inform us that he is at this time unable to commit himself as to the possibility of producing our story, as you are to make the selection of the stories of the three productions he has contracted to make, starting very shortly; and it was further suggested by his Secretary that we submit the Scenario to you mentioning that we consider the story a very suitable one for Mr.Griffith's production.

Of course, we have all along hoped that it was suitable for Mr.Griffith; but that he should intimate this and evidently be of the opinion that its merit might also successfully impress you, makes us very grateful to him and gives me faith that a second miracle might be accomplished, - in that you also might like Dulari (DEARHEART) and wish to make of it a classic.

With you and Director General Griffith on our side we should feel that the third miracle (of having the public take DEARHEART into their affections) would surely be accomplished by the always inspired work of Mr.Griffith, and my wife's life-long knowledge of Indian details to draw upon should Mr.Griffith so desire. The prime reason why we have felt that Mr.Griffith's direction is almost essential to the production of this play, if it has lasting worth, is that an oriental play because it lends itself so superbly to the spectacular has a tendency to be superficial in its impressions unless all the delicate points which counterbalance the spectacular can be suitably brought out. Only a master can successfully combine these characteristics and it goes without saying that Mr.Griffith is par excellence that master.

Whatever its theme, an oriental play has possibilities of the spectacular and picturesque as unlimited as the genius of the director for visioning; (with Mr.Griffith directing there would be no limit to the genius for visioning). But we hope the theme will also give the play worth in your judgment. You of course have means of determining whether the whole and the parts are true to the life of that land and we willingly submit them to your tests and standards.

As to my wife's qualifications for correctly representing India, the following data regarding her should speak for that. Her father and mother (Bishop and Mrs.Robinson) went out to India forty years ago. She was born in that country and lived at least half her life there, returning at intervals to America for health or college education. For some years she was President of the Isabella Thoburn College at Lucknow. Her father was a gifted writer and editor, her sister is editor of a well-known Indian magazine and her brother (educated with the Mayos at Rochester) is a renowned surgeon there. I relate these facts to indicate that to her own experience is added the accumulative value of family experience, and the corrective familiarity with many parts and phases of India. I myself have traveled extensively in India, and although not an expert regarding that country, would give all the energy and enthusiasm and knowledge I have to carry out any work or details that Mr.Griffith might care to intrust to me.

May I, before closing, take this opportunity of congratulating you on the added confidence the public has in you because of your selection of Mr.Griffith as Director General? I mention this tribute in passing, as everyone surely needs sincere inspirational commendation when blazing trails higher and better and therefore more difficult than those of his fellows.

Wishing you the best; hoping from you the best; I trust that the merits of the Scenario herewith will offset any inadvertence or defect in my presentation of it.

Faithfully,

Thomas J Howells

Mr. D. W. Griffith, [illegible]

DEDICATED

to

THE GREAT-HEARTED PUBLIC

Do you heartily - pay homage to the sinsomeness of the Babyhood of Every Land?

Do you gladly - - join in the laughter of the Childhood of Every Where?

Do you rejoice - in the fine things of Youth the World Over?

Do you rejoice - to see life through Youth's Eyes?

Do you thrill - over Romance and Adventure and likewise over the Glory of the Commonplace?

Do you judge - - leniently the superstitions of Ignorance, even while you champion Commonsense in its fight against Custom?

Do you realize - the Price of Progress?

* * * * * * * * * *

You soldiers who fought in France, and you mothers, sweethearts and sisters of the boys who went overseas!

Do you feel - - - a fellowship with the oriental soldiers and their families who also suffered and sacrificed for the cause of the Allies in the Great War?

You who inherit the legacy of Columbus!

Do you wish - - - to learn more about the India he was seeking when he stumbled upon America?

You who claim membership in the White Race!

Do you feel - - - too the throb of human oneness in the lives of people to whose Aryan ancestry we ourselves also trace lineage?

You who are fascinated by the mysticism of the East!

Do you long - - - to pierce the spangled veil that half-hides, half-reveals the soul of the Orient?

* * * * * * * * * *

Then, follow this simple Romance of India, revel in the mysterious lovableness of Hindustan, and realize afresh the happiness of human fellowship, as you take into your affections

The Little Heroine
of
Dusty Lane

DEARHEART

EIGHTH AND OLIVE BRANCH
PACIFIC-SOUTHWEST TRUST BANK
FORMERLY
LOS ANGELES TRUST & SAVINGS BANK
ESTABLISHED IN CONSERVATIVE MANAGEMENT
THE FIRST NATIONAL BANK OF LOS ANGELES ON THE FIRST BUSINESS DAY
AGGREGATE CAPITAL, SURPLUS AND PROFITS
IN EXCESS OF $10,000,000
EIGHTH AND OLIVE STREETS
LOS ANGELES

May 6,1925.

D. W. Griffith, Inc.,
1107 Longacre Bldg.,
1476 Broadway,
New York City, N. Y.

Gentlemen:

Mr. Sartov was notified by you that a note for $5,000.00 signed by you in favor of D. W. Griffith and endorsed to Mr. Sartove, should be sent to the First National Bank of Mamaroneck where a payment of $300.00 and a renewal note would take up this note. We sent this note for Mr. Sartove to the First National Bank of Mamaroneck and it was returned saying they had no orders to pay and that the note was past due.

Mr. Sartov now wishes that you would remit $300.00 and interest and send renewal note to this Bank. This new note to be signed by D. W. Griffith, Inc. and endorsed personally by D. W. Griffith, the same as the old note.

Unless satisfactory arrangements are made regarding other notes at the First National Bank of Mamaroneck by the first of June, these notes will be sent to this Bank for collection.

Yours very truly,

E W Blair

E. W. Blair,
Collection Teller.

1474 Broadway,
New York, N. Y.,
May 6, 1925.

Producers Distributing Corp.,
729 Seventh Avenue,
New York, N. Y.

Gentlemen:

As per telephone conversation with Mr. Burger of your home office, will you kindly give bearer print of "His Darker Self" which is to be taken out of service.

Thanking you,

Very truly yours,

D. W. Griffith, Inc.

CC/S

D. W. Griffith

New York City,
May 8th, 1926.

First National Bank,
Mamaroneck,
New York.

Gentlemen:

We are enclosing herewith, our check in the amount of $400 together with our note in the amount of $2300.

These are in payment of our note in the amount of $2700 which you hold discounted for M. Sartov and which matures on May 16th.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.2

1476 Broadway
New York
May 8th, 1922.

Mr. Melvyn G. Lowenstein,
55 Liberty Street,
New York.

Dear Sir:

In reply to your letter of April 18th to Mr. Griffith, Mr. Griffith wishes me to advise you that his next three productions will be handled by the Famous Players and will be produced at their Studio in Long Island City. All the casting for these productions will be taken care of by their Casting Department.

In view of this, Mr. Griffith suggests that you communicate with the Famous Players-Lasky Corporation direct.

Yours very truly,

Secretary to Mr. Griffith

NEW YORK SUPREME COURT, COUNTY OF NEW YORK.

- -X

MANUFACTURERS TRUST COMPANY,

Plaintiff,

-against-

G.& H. PICTURES CORPORATION, DAVID W. GRIFFITH, ALBERT L. GREY and ALMAH F. GREY,

Defendants.

- -X

CITY, COUNTY AND STATE OF NEW YORK. } ss.:

ALBERT L. GREY, being duly sworn, deposes and says, that he resides at 317 West 100th Street, in the Boro of Manhattan, City of New York, and is one of the defendants in the above-entitled action, and is the husband of ALMAH F. GREY, one of the other defendants described in the above-entitled action; that Mrs. Almah F. Grey is the owner of record of the premises known as #317 West 100th Street, New York City, N.Y., and also the premises at New Rochelle, New York, located on Wildcliff Drive; that he or Mrs. Grey have not conveyed either of said parcels or any part thereof to another, and that the present mortgage of record against the New York property amount to $ upon which the interest has been paid to ; and the mortgages in the sum of $ on the New Rochelle property, upon which interest has been paid to ; that the taxes on the New York property have been paid to April 30th 1925 and that the taxes on the New Rochelle property have been paid to April 1, 1925; that there are no other mortgages or liens outstanding against said premises and that there are no judgments of

record against Mrs. Grey or your deponent to the best of your deponent's knowledge, information and belief. That this affidavit is made by your deponent to induce the plaintiff in the above-entitled action to accept said deeds as additional collateral to secure the claim sued for herein and also to induce the plaintiff not to enter judgment against your deponent and his wife, Mrs. Almah F. Grey.

Sworn to before me this)
8th day of May, 1925.) _____

NEW YORK SUPREME COURT, COUNTY OF NEW YORK.

- X

MANUFACTURERS TRUST COMPANY,

Plaintiff,

-against-

G. & H. PICTURES CORPORATION, DAVID W. GRIFFITH, ALBERT L. GREY and ALMAH F. GREY,

Defendants.

- X

CITY, COUNTY AND STATE OF NEW YORK.) ss.:

ALMAH F. GREY, being duly sworn, deposes and says, that she resides at #317 West 100th Street, in the Boro of Manhattan, City of New York, and is one of the defendants in the above-entitled action, and is the wife of ALBERT L. GREY, one of the other defendants described in the above-entitled action; that she is the sole owner of record of the premises known as #317 West 100 th Street, New York City, N.Y. and also the premises at New Rochelle, New York, located at Wildcliff Drive; that she or Mr. Grey have not conveyed either of said parcels or any part thereof to another, and that the present mortgage of record against the New York property amount to $18,000.00, represented by two mortgages in the sum of $3,000. and $15,000. respectively, the interest on which mortgages have been paid to Dec. 1st 1924 and Nove. 11th 1924 respectively; and the mortgage in the sum of $14,000. on the New Rochelle property, upon which interest has been paid to February 1st 1925; that the taxes on the New York property have been paid to April 30th 1925 and that the taxes on the New Rochelle property have been paid for the

year 1925, and that there are no other mortgages or liens outstanding against said premises and that there are no judgments of record against Albert L. Grey or your deponent to the best of your deponent's knowledge, information and belief. That this affidavit is made by your deponent to induce the plaintiff in the above-entitled action to accept said deeds as additional collateral to secure the claim sued for herein and also to induce the plaintiff not to enter judgment against your deponent and her husband, Albert L. Grey.

Sworn to before me this)
9th day of May, 1925.) _____

May 9th 1925.

Messrs. Schlesinger & Schlesinger,
National City Bank Bldg., Madison Ave. & 42nd St.,
New York City. Re: Pease vs. Griffith.

Gentlemen:

I am enclosing herewith Mr. Griffith's check to your order and/or Clark D. Pease in the amount of $800, which represents payment in full of the above-entitled action as per our agreement.

Will you kindly send me a General Release executed by Mr. Pease and also a Discontinuance of the above action.

Very truly yours,

R/GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York City,
May 9th, 1925.

Mr. W. R. Walker,
Motion Picture Capital Corp.,
342 Madison Avenue,
New York.

Dear Mr. Walker:

The following is a list of checks signed by you during the week of May 2nd:

No.	Drawn To	Am't	
400	R.L.Erb	500.00	Int.on mortg.
401	D.W.Griffith	500.00	
402	Westchester Lighting Co.	500.00	
403	D.W.Griffith	150.00	(Refund)
404	J.E.Brulatour, Inc.	1378.81	
405	Gascoigne-Reid & Co.	663.19	
406	Capehart-Carey Corp.	500.00	
407	Consolidated Film Ind.	150.00	
408	Sam & Lee Shubert, Inc.	800.00	
409	J.A. Mahlstedt	200.00	
410	Eaves Costume Co.	400.00	

I trust that you will be able to reconcile your accounts with this.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

May 9th,1945

Mr. G. G. Beatty, General Manager,
Allen Theatrical Enterprise Co.,
608 Insurance Exchange Building,
Elizabeth & John R Streets,
Detroit,
Michigan.

Dear Ed:

Thanks for your letter of May 7th.

I appreciate how busy you were while you were here in New York and really understand your not being able to see me. I will certainly be here between the 1st and 10th of June when you expect to be here and we must surely get together at that time.

I would like to have you out to the house for dinner some evening while you are here and if you have a minute we'll arrange to play a round of Golf the next morning. I am sure you would have a great time.

With best regards, as ever,

Benj. B. Taylor
Herman G. Bostwick

Telephone
1000

Benjamin B. Taylor
Attorney and Counsellor at Law
No. 24 South Main Street
Port Chester, N. Y.

May 9th, 1935.

Mr. Raymond A. Klune,
C/o D. W. Griffith, Inc.,
1107 Longacre Building,
New York City.

Dear Mr. Klune:

Beg to acknowledge receipt of your letter of the 7th enclosing check to the order of Ernest Feldt for $30.00 being in full settlement of the claim which Mr. Feldt had against the D. W. Griffith Studio.

Thanking you for your attention in this matter, I beg to remain

Yours very truly,

Benj. B. Taylor

1476 Broadway,
New York
May 9th, 1926.

Miss Ruth Hill,
Trenor Drive,
New Rochelle,
New York.

Dear Madam:

In reply to your letter of April 20, we regret exceedingly that it would be impossible for us to sell the two costumes worn by Miss Dempster in "America" as all our costumes were disposed of quite some time ago.

We regret our inability to be of service to you.

Yours very truly,

D. W. GRIFFITH, INC.

CMC:Is

PHONE SUTTER 5150

ANSBRUCHER HOTEL
OF SAN FRANCISCO

FIFTH STREET,
BETWEEN MARKET & MISSION

SAN FRANCISCO.

FIRE-PROOF HOTEL
AT MODERATE PRICES

here and put that money on some of his San Pedro lots it would at least be self supporting instead eaten up by taxes and assessments, which by the way was over $1,000.00 this year,

Please write me at Loew's State Bldg. Los Angeles.

With best regards C. Sterling

PHONE SUTTER 4760

FIRE-PROOF HOTEL
AT MODERATE PRICES

PANSBORGHIM HOUSE

FIFTH STREET,
BETWEEN MARKET & MISSION

SAN FRANCISCO.

May 10-95

Dear Mr Sanzberg

I have an offer of $550.00 per acre for 14 acres at the extreme north end of the Ranch, or $7,700 cash for the 14 acres.

If Mr. Griffith let go of some of his white Elephants

179

May 11th 1926.

Messrs. Jonas A Manberger,
115 Broadway,
New York City. Attention Mr. Jacobs:

Dear Mr. Jacobs:

I am enclosing herewith two separate deeds under date of the 9th day of May, 1926, both acknowledged on the same date and duly executed and delivered by Mrs. Almah F. Grey and her husband, Albert E. Grey in blank, the same to be held by you as additional collateral arising out of the claim of the Manufacturers Trust Co. against G.& H. Pictures Corp., Mr. and Mrs. Grey and David W.Griffith. These deeds may be recorded by you at any time and upon the liquidation of the claim this property is to be reconveyed to Mrs. Almah F. Grey. The premises so conveyed are the New York property at 317 W. 100th St. and the summer home at Wildcliffe Drive, New Rochelle. I am also enclosing affidavit by Almah F. Grey in connection therewith.

In the meantime Mr. Grey will see Mr. Von Elm of the Manufacturers Trust in order to ascertain what terms he can make with him relative to liquidation of said claim .

Very truly yours,

AHTB:GDM
encs.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1476 Broadway,
New York, N. Y.
May 11, 1926.

Mr. Jack White,
Principle Studios,
7250 Santa Monica Blvd.,
Los Angeles, Calif.

Dear Sir:

Upon instructions from Mr. Grey, we have shipped you to-day a print of "His Darker Self" via express prepaid. This is the print which you desire to use in re-vamping the above mentioned picture.

Very truly yours,

Sec'y to Mr. A. L. Grey.

CC

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. RANSHAF, SECRETARY
J. G. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED
STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1192

1476 Broadway,
New York, N. Y.,
May 11, 1926.

Dear Mr. Griffith:

Enclosed herewith is copy of a report on "Isn't Life Wonderful", written by a Mr. George Parrington, who sends out reports in England, carrying similar weight to those sent out by Harrison's Reports here.

The man who wrote this also buys for about eight or ten theatres, and this is the report that went out to about a thousand exhibitors, but his own people would not allow him to buy "Isn't Life Wonderful." At least, they hadn't bought it up to the time I left. They merely stated that the picture could not be as good as he though it was, and they wanted to see it themselves.

Very truly yours,

Albert

ALG/CC

"IS'NT LIFE WONDERFUL"

Griffith is a masterpiece at his art, wish there were more like him.

Out of a small story written round a potato patch which fed a family of refugees in Poland, he has made one of the greatest of films, and above all he's taught a great moral lesson.

""Until death do us part, there is always hope, no matter how our earthly fortunes may fluctuate". This is the teaching.

Griffith handles his puppets in such a way as to make one feel you have been living with them, and in fact know them all intimately.

At times the story will be considered to drag by those who look only for excitement, but to those who look for art, they have a feast in store.

Carol Dempster, Lupino Lane and the entire cast answer immediately to the master mind of the chief artificer in production of Cinematography in the world today, and conveys such a wonderful message, that every sober minded individual, must agree "Life Is Indeed Wonderful".

Geo Barrington's Report

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FILE

John A. Eckert & Co.
INSURANCE
90 John Street
New York

TELEPHONE BEEKMAN 8700

IN RE

INSURANCE EXPERTS
FIRE PROTECTION ENGINEERS
SPRINKLER EQUIPMENTS
A SPECIALTY

FIRE INSURANCE
MARINE
RAILROAD, TOURIST AND
OTHER FLEETS
RENTS AND LEASEHOLD
USE AND OCCUPANCY
SPRINKLER LEAKAGE INSURANCE
BURGLARY AND PLATE GLASS
ACCIDENT AND HEALTH
INDEMNITY BONDS
LIFE INSURANCE

LIABILITY
EMPLOYERS' ELEVATOR
CONTRACTORS' AUTOMOBILE
PUBLIC TRADE
LANDLORD GENERAL
STEAM BOILER
WORKMEN'S COMPENSATION

May 11, 1925.

D.W.Griffith, Inc.
1476 Broadway
New York City

Gentlemen: Attention - Miss Conway

We acknowledge receipt of releases signed by Mr. Griffith in connection with the two Union Indemnity Company policies covering the La Voisin and Hispano Suiza cars.

We are taking up with the Insurance Company the question of combining the two policies into one at the Mamaroneck rates as we understand the cars are garaged there and will be until we are notified to the contrary, and we are also having the one chauffeur warranty attached to the policy which will permit but one car out at a time and the same to be driven by Harry Hayashi.

Yours very truly,

JOHN A. ECKERT & CO.

H. W. Beekman.

HWB:N

324 SPENCER AVENUE
CARRICK, PITTSBURGH

12
May 6
1925.

Dear Mr. Griffith:

We were greatly, - and I hope not unduly - encouraged by the letter from your office dated May 4, in which your Secretary intimated that you would be pleased if the Famous Players Lasky Corporation should select our scenario DEARHEART as one of the three which you have contracted to produce for them.

We have forwarded the manuscript to the Famous Players Lasky Corporation with a letter, a copy of which I inclose for your perusal, and I trust it may meet with your approval. I should like to have sent you the letter for approval and suggestion before sending it to Famous Players Lasky Corporation, but as I felt sincerely constrained to insert much that was commendatory of you, I feared that you would hesitate to give your approval to the letter on that account.

324 SPENCER AVENUE
CARRICK, PITTSBURGH

The manuscript must now be in the hands of the Famous Players Lasky Corporation. Anything you can do to make them understand DEARHEART in the same favorable way we feel you regard the story will be deeply appreciated by us and we have great faith that the scenario would prove not only satisfying to you as the world's foremost and most wholesome moving picture producer but worthy of the kindness you have already shown it.

Hoping that I may hear from you regarding further developments,

With deep respect and appreciation,

Thomas J. Howells

Postscript, - Will you kindly convey my thanks to your Secretary for his kindness and helpfulness.

T. J. H.

Mr. D. W. Griffith,
1476 Broadway,
New York City.

Continental Esther & Blanc Supply Printers
10 Park Place, New York

To all to whom these Presents shall come or may concern

Greeting: Know Ye, That I, CLARKE D. WASH, of 507 West 56th Street, Borough of Manhattan, City of New York,

for and in consideration of the sum of Two thousand - - -

AMERICAN HERITAGE CENTER AND MUSEUM OF MODERN ART
D. W. GRIFFITH COLLECTION

State of New York
City of "
County of "

On the 12th day of May in the year one thousand nine hundred and twenty-five before me personally came

CLARENCE D. MEAD,

to me known, and known to me to be the individual described in, and who executed the foregoing instrument, and he thereupon duly acknowledged to me that he had executed the same.

NOTARY PUBLIC, New York County
N. Y. Co. Clerk's No. 652 Reg. No. 641
Bronx Co. Clerk's No. 25
Term Expires March 30th 1927

General Release

122

JONAS & NEUBURGER

TELEPHONE BEEKMAN 1900

MAURICE JONAS
PHILIP LEVISON
JEREMIAH BUCHN
LOUIS S. NEUBURGER
MURRAY L. JACOBS
STUART M. NEWMAN

RAYMOND ROSSER
ARTHUR G. KINGET
CORAL WINTE
BENJAMIN FINCKE
LEONARD S. BIRCH

115 BROADWAY
NEW YORK

May 12, 1925

Re: M. T. Co. v. G. & H. Pictures Corp., et al.

Albert H. T. Bamshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Sir:

This is to acknowledge receipt of yours of the 11th inst. enclosing deeds dated May 9, 1925, made by Mr. and Mrs. Grey to the Manufacturers Trust Company, to the New Rochelle and 100th Street properties; also, affidavit of title of Mrs. Grey, which we discussed with you over the telephone to-day.

If is, of course, understood that the Greys will pay all carrying and maintenance charges on the properties notwithstanding the transfer of title, the said deeds being taken and recorded as further collateral to the claim in suit in which we are in position to enter judgment at any time.

If any arrangement for renewal of the note in suit is made by the bank with Mr. Grey, disbursements in connection with the suit in the sum of $51.25, $1. for stamps and $5.85 recording fees, as well as interest on the indebtedness to date, will have to be added to the amount paid by your clients. We have written our client in accordance herewith.

Very truly yours,

JONAS & NEUBURGER

MLJ

MLJ:B

File

John A. Eckert & Co.
INSURANCE
60 John Street
New York

TELEPHONE BEEKMAN 8700

INSURANCE EXPERTS
FIRE PROTECTION ENGINEERS
SPRINKLER EQUIPMENTS
A SPECIALTY

FIRE INSURANCE
MARINE
RAILROAD, TOURIST AND
OTHER FLOATERS
RENTS AND LEASEHOLD
USE AND OCCUPANCY
SPRINKLER LEAKAGE INSURANCE
BURGLARY AND PLATE GLASS
ACCIDENT AND HEALTH
INDEMNITY BONDS
LIFE INSURANCE

LIABILITY
EMPLOYERS' ELEVATOR
CONTRACTORS' AUTOMOBILE
PUBLIC TEAMS
LANDLORD GENERAL
STEAM BOILERS
BURNERS CONSTRUCTION

IN RE

May 15, 1925.

D.W.Griffith, Inc.
1476 Broadway
New York City

Gentlemen:

We have Miss Conway's letter of May 11th reporting accident to Mr. Griffith's Hispano Suiza car on May 10th.

The Insurance Company's investigator has been in touch with Mr. Griffith's chauffeur at Mamaroneck advising him to have the tail-light replaced. When this is done, will you kindly forward us the bill so that it will be given the proper attention.

Yours very truly,

JOHN A. ECKERT & CO.
Ste Beekman.

HWB:N

Sent letter with bill 5/15/25

May 16th 1925.

Mr. A.W.Hammons,
370 Seventh Avenue,
New York City.

Dear Mr. Hammons:

Pursuant to request of your Mr. McAvoy over the telephone, and owing to the fact that he will be out of Town until May 31st, we hereby consent to the closing of title on the Griffith Studio Property, which is set for May 15th, to that of Wednesday, June 3rd, 1925, same time and place, viz. 11 A.M. at my office, 130 West 42nd Street.

I note that you will exercise your option pursuant to our letter to you of January 9th whereby you are to pay $120,000. in cash on the closing of title. You will recall at the time of the closing of the title there is to be released from the purchase money mortgage so given back by you, $50,000. worth of acreage North of the water-tank line as defined in said agreement, and since the agreement provides for acreage released at $15,000. an acre North of the water-tank line, I would suggest that you, at the time of the closing, pay an additional $20,000. to the $120,000. which you have contracted to do and we will thereupon release an additional two acres which will give you a total release of five (5) acres instead of three (3) under the present arrangement. This $20,000. of course will reduce the principal of the purchase-money mortgage accordingly and will be used by us in liquidating the interest on the mortgage and taxes which are due on the premises.

In the meantime Mr. McAvoy has promised to forward to me a copy of the Title Company's report, together with a copy of the Survey. If you have an Engineer's Map plotting the Studio property , please send the same to me so that I may use said map as a basis to describe the acreage which is to be released under the terms of the mortgage.

Please acknowledge receipt of this letter and your understanding as to the date of the adjournment.

Very truly yours,

D.W.GRIFFITH, INCORPORATED

AHTB/GDM

By

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York City,
May 13th,1925.

Mr. W. R. Walker,
Motion Picture Capital Corp.,
342 Madison Avenue,
New York.

Dear Mr. Walker:

We have this day deposited in the Hamilton National Bank checks aggregating $10,000 which we have received from the United Artists Corporation as income on our pictures.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:Is

MUSEUM

1476 Broadway,
New York,
May 15th, 1928

Pacific-Southwest Trust & Savings Bank,
6th & Olive Streets,
Los Angeles,
California.

Gentlemen:

We wish to acknowledge receipt of your letter of May 8th.

When Mr. Sartov left here, we gave him several notes for services rendered. Upon leaving here, he told the writer that he had left all his notes for collection with the First National Bank of Mamaroneck and instructed the writer to make all payments on account of these notes to this bank.

This has been carried out and therefore, I must refer you to the First National Bank of Mamaroneck for confirmation.

The note of $3000 mentioned in your letter of May 8th, has been reduced to $2300; the $700 having been paid to the First National Bank and they no doubt, will confirm this to you.

As we have received no instructions to the contrary from Mr. Sartov, we hereby wish to advise you that all payments on account of notes are hereafter, the same as before, to be made to the First National Bank of Mamaroneck until such time as we have clearly written instructions from Mr. Sartov to make the payments elsewhere.

Very truly yours,

JCE:IS

Treas.

1476 Broadway
New York
May 15th, 1928

Mr. H. Sartov,
c/o Dickenson & Gillespie,
727 West 8th Street,
Los Angeles,
California.

Dear Mr. Sartov:

You told me when you were leaving here, that you left to the First National Bank of Beaver-creek, the following notes:

One note of $ 600
" " " 400
" " " 3000
" " " 1700

You also told me distinctly that we were to make all payments on account of these notes to the First National Bank and we have followed out these instructions and have made all payments to that bank. We owe you as to date, on the above mentioned notes as follows:

$ 600	due	now	$ 300
400	"	"	200
3000	"	"	2300
1700	"	"	1300

First we receive a letter from Bell & Howell Company about a note which you told us to pay to the First National Bank and now we receive a letter from the Pacific-Southwest Trust & Savings Bank asking us something about payments. Now, Mr. Sartov, how do you expect me to make payments on your notes to people, when we don't know to whom you have given these notes? When you left here you told me all payments were to be made to the First National Bank, yet you apparently did not leave all the notes here because in one instance, Bell & Howell claim you gave them a $3,000 note and now this Pacific-Southwest Trust & Savings Bank sends us a letter

a copy of which I enclose herewith, telling me that they want us to pay them.

All this is terribly confusing and I want to tell you now that I will make no payments to anyone on these notes, except to the First National Bank of Lamoureaux on account of the notes mentioned heretofore and $500 every two months on account of the original note of $5000 which you gave to Hall & Howell Company.

Please call all the Blood-hounds off our trail and do business in the business-like way. Believe me, Mr. Cartov, we have enough trouble without getting foolish demands from some of your banks to make payments to them when you instruct us to do the contrary. Why on earth do you tell us to make all your payments to the First National Bank and then turn around and take some of the notes with you and put them in the hands of the collection department of some other bank?

Please read this letter over carefully and note my statement, that I will pay no one on account of your notes except the First National Bank of Lamoureaux for the notes mentioned herein, and the Hall & Howell Company for the note which you gave them.

I have written the Pacific-Southwest Trust & Savings Bank that we have carried out your original instructions and since then, have been instructed otherwise.

I wish you good luck and send my best regards to you and Mrs. Cartov.

Very truly yours,

Treas.

JCE:IS
ENC.

SUPREME COURT : NEW YORK COUNTY.

CLARK D. PEASE,

Plaintiff

versus

DAVID WARK GRIFFITH,

Defendant

It is hereby stipulated and agreed by and between the attorneys for the respective parties hereto, that the above entitled action be and the same hereby is discontinued without costs to either party as against the other, and that an order to that effect be entered without further notice to either party.

Dated, New York, May 13th, 1925.

Attorneys for Plaintiff

Attorney for Defendant

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

149

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF THE PRESIDENT

May 14, 1925.

My dear Mr. Griffith:

There will be a special meeting of the Board of Directors on

TUESDAY, MAY 19th

AT THREE O'CLOCK

IN THE BOARD ROOM OF THESE OFFICES.

The purposes of this meeting are to meet with Mr. Cowie, President of the American Railway Express Company and Chairman of the Board of the Railway Express Film Transport Company, and to discuss further the matter of joint physical distribution in Detroit; and such other business as may properly come before the meeting.

Your attendance is earnestly requested.

Will H. Hays
President.

ATTEST:

Court Smith
Secretary.

D. W. Griffith, Esq.,
130 West 42nd St.,
New York City.

May 14th 1925.

Collector of Internal Revenue,
Third District,
510 Lenox Ave.,
New York City.

Attention Mr. Harry Newman.

Dear Sir:

I am herewith enclosing check to the order of the Collector of Internal Revenue, Third District, for $1,000. drawn by D.W.Griffith, Inc. dated May 15th 1925.

Please credit on account of warrant against D.W.Griffith, Inc., and oblige

Very truly yours,

H/GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AMERICAN FILMS ASSAILED IN LORDS

Lord Newton Declares British Producers Cannot Compete With Importations.

'MOSTLY RUBBISH,' HE SAYS

Hears Far East Races Demand Clothing Like That Worn by Our Actors.

Copyright, 1925, by The New York Times Company. Special Cable to THE NEW YORK TIMES.

LONDON, May 14.—Interesting statements about the hold American films have obtained on the British public to the practical exclusion of British productions were made during the debate in the House of Lords tonight. Lord Newton, calling attention to the present state of the English film industry, asked for a departmental inquiry.

"The percentage of foreign films shown here amounts to 95 per cent. and in the whole empire 99," he said. "It has become practically impossible for British producers to compete with Americans. American realized, almost simultaneously with the cinema, the heaven-sent method of advertising themselves, their country, methods, wares, ideas and even language, and they seized on it as a method of persuading the whole world that America was really the only country that counted.

"I would not object to this wholesale invasion of American films if they all were good, but they consist mostly of rubbish. I am told rubbish is the only thing that pays. If we are condemned to witness perpetual rubbish, for heaven's sake let it be English rubbish in preference to American. I gather what the public want is to see expensive and attractive females."

Lord Newton continued that he had heard, though he could not vouch for it, that Midlands and Yorkshire manufacturers of clothing and boots had been obliged to alter their plants because the films seen by races in the Near East had so impressed those peoples that they desired to be clothed in the same way as American film actors. Many foreign films were anti-British and were used to distort history. He had been told of a highly successful film, which enjoyed great popularity in the United States, depicting the surrender of the German fleet to the American Navy (Laughter).

He also had been informed not long ago, he said, that a film was produced in America dealing with the War of Independence which was extremely offensive to Great Britain as a nation. That film was shown here under the title "Love and Sacrifice," but when it went to Dublin its original character was restored, with all its anti-British elements, and it enjoyed great popularity.

Viscount Peel, replying for the Government, said it was difficult to see how anything short of prohibiting American films could secure British film producers. American films, whether owing to their good or bad qualities, seemed to attract audiences more magnetically than British. As to remedies, there would be great opposition from the exhibiting side of the film industry to the proposal that had been made. If foreign films were produced, native films must also be produced to balance it. Public opinion was not so strongly developed that the public would welcome strong action against American or foreign competition.

117

MUNICIPAL COURT
OF THE CITY OF NEW YORK

Borough of Manh., C District Municipal Ferry

CITY OF NEW YORK,
Plaintiff,

against

D. Griffiths
Defendant

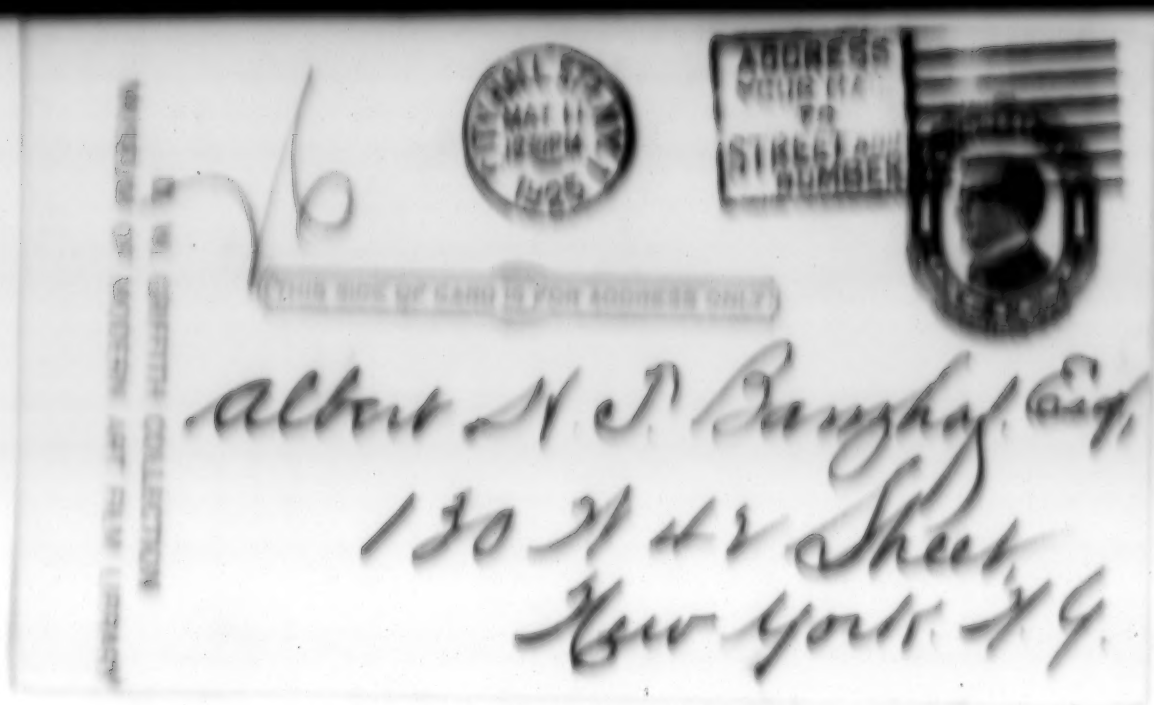
Sir:—Please take notice that the above entitled action will be called for trial in the above Court, 55 & 57 Sts., on the 18th day of May, 1925, at 9 A. M.

Unless you appear on said day judgment will be taken against you for the amount demanded in the summons.

Respectfully yours, Forgat Nicholson
[redacted] Corporation Counsel,
[redacted], New York City.

Municipal Ry

Mus


ADDRESS
ONLY
AND
STREET AND
NUMBER
(THIS SIDE OF CARD IS FOR ADDRESS ONLY)
Albert N. T. Berghof Esq.
130 W 42 Street,
New York N.Y.

Form 1088A

Charge to the account of _____ $ _____

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should check as a cover FULL RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

New York May 16th,1935.

JACK WHITE
PRINCIPAL STUDIOS
7250 SANTA MONICA BOULEVARD
LOS ANGELES
CALIFORNIA

SHIPPED FRUIT HIS DARKER SELF TO YOU
MAY SEVENTH PLEASE DO WHAT YOU CAN WITH
THIS STOP SWEET MESSAGE FROM TRAIN
RECEIVED LOVE AND KISSES

MARTHA

124
Studio

BLOODGOOD

WM. D. BLOODGOOD & CO. INC.

Wm. D. Bloodgood . . . . President
D. E. McAvoy . . . Treas & Manager
A. J. Swenson . . . . . Secretary

REAL ESTATE
INSURANCE
APPRAISALS

Queensboro Plaza
Long Island City, N.Y.

Telephone:
Stillwell 6430-6431

May 16, 1925.

Mr. Albert H. T. Sanzhaf,
150 West 42nd Street,
New York City.

Dear Sir:-

This is to confirm telephone conversation Mr. D. E. McAvoy had with you yesterday, to the effect that date of title closing on property now under contract by Mr. E. W. Hammons, has been postponed to June 3, 1925, at the same time and place as heretofore set.

Very truly yours,
WM. D. BLOODGOOD & CO. INC.,
By: A J Swenson.
Secretary.

AJS:N

Studies Property

BLOODGOOD

WM. D. BLOODGOOD & CO., INC.

Wm. D. Bloodgood . . . . . President
D. E. McAvoy . . . Treas. & Manager
A. J. Swenson . . . . . Secretary

REAL ESTATE
INSURANCE
APPRAISALS

Queensboro Plaza
Long Island City, N.Y.

Telephone:
Stillwell 6430-6431

May 16, 1926.

Mr. Albert M. T. Benshaf,

130 West 42nd Street,

New York City.

Dear Sir:-

We enclose herewith Title Report No. 96268 issued by the New York Title and Mortgage Company.

Please acknowledge receipt and oblige,

Very truly yours,

WM. D. BLOODGOOD & CO. INC.

By: A. J. Swenson.
Secretary.

AJS:N

Enc.

Orienta Point
Mamaroneck
May 16/1922

Mr. Albert H. Langlaf
130 West 42 nd St.
New York City

Dear Sir:—

Your letter dated April 22 at hand some time ago. Would you be so kind as to give me the address of Mr. E. M. Harmons so that I may communicate direct with him in regard to the turning over of Orienta drive to the village as a public road.

Very truly yours

James F. Gillies

P.O. Box 62.

HOTEL STATLER CLEVELAND

1000 ROOMS 1000 BATHS

UNDER SAME MANAGEMENT
HOTEL PENNSYLVANIA NEW YORK
HOTELS STATLER
BUFFALO
DETROIT
ST. LOUIS

Euclid Avenue at East Twelfth Street

May 17th, 1926.

Mr. D.W. Griffith,
Hotel Astor,
New York City.

Dear Mr. Griffith:-

No doubt you are aware of the fact that I'm on my way to California to make two pictures out there, one of them with Miss Betty Bronson called "The Golden Princess" to be directed by Mal St.Clair, the other one "New Brooms" Frank Craven's play, to be directed by Mr.Wm. De Mille. I did want to see you before I left and say "Goodbye" but you were out on location and I missed you. But I do want you to know that I have tried to get you before leaving to say "Goodbye" to, and so did Mrs. Hamilton as well as my cousin, Mr. Gable, the little boy, perhaps you don't remember him.

This is perhaps quite a late date to tell you what I am about to tell you but Mrs. Hamilton all these months has been trying to think of the correct form and has finally given it up and asked me if I could find a way to adequately express her appreciation as well as mine for your wonderful kindness and courtesy and appreciation for your allowing her to go abroad with me to Germany last summer, as well as to thank you for your great generosity in defraying her expenses. To say "Thank You" or to try to express my feelings in the way of a gift wouldn't suit the matter at all so I am forced to rely on my meager vocabulary to try to find the words to express my feelings and I find there aren't any. The only thing I can do is to think of you and realize your greatness, not as a director but as a human being. I do want you to know that everywhere I've gone and everywhere I ever will go, I will do my utmost always to first speak of you, for the world to know that the thing in life that I am most proud of is the fact that I can own you as a friend as well as the man with whom I spent two and a half of the most glorious years working, that has ever or ever will be my lot to work with.

Of course you know that when I come back East, I do hope that there'll be another part happen along that you can direct me in, as all the joy and pleasure and the thrill of anticipation of my new contract would fade into a meaningless oblivion if I thought that I wouldn't at some future date be working with you again.

I know, of course, that you're far too busy to write to me, but if you can take a second or so, please drop me a line as it would

make me very happy. I will write to you when I arrive and if you have any messages or business correspondence that you would like delivered to anyone personally by me, I would be only too glad to take care of it for you.

It might interest you to know that the Exchange Men in Pittsburgh and Cleveland are more than enthusiastic about the fact that you are with Famous Players. It's needless to wish you good luck and the success of "Poppy" but just the same I hope it proves to be twice the success that you hoped for.

I wonder if you would please convey my kindest regards to Miss Dempster, Mr. Ashcraft and to Jack Lloyd. Thank you.

Sincerely
Neil Hamilton.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

171

May 16th1925.

Messrs. Kohlman and Austrian,
27 Cedar Street,
New York City.

Re: Novello vs. Griffith.

Gentlemen:

Enclosed herewith please find check of D.W. Griffith Incorporated for $1125., in full payment of principal of note due May 23rd 1925.

Very truly yours,

R/CDM

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

May 16th 1926.

Secretary of State,
Corporation Bureau,
Albany, New York.

Sir:

Will you kindly advise me at your earliest convenience whether the name "Orienta Point Realty Corporation" is available.

Very truly yours,

P.S. Enclosed is stamped envelope for reply.

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

May 19th 1926.

Secretary of State,
Corporation Bureau,
Albany, New York.

Sir:

Will you kindly advise me if the name "Larchmont Shores Incorporated" is available for a proposed realty corporation, or if there is any combination in which we can use "Larchmont" in connection with a realty development, such as "Larchmont Manor Shores, Inc.","Manor Shores of Larchmont, Inc.", or Larchmont Shore-Manor Corporation".

Ifwould also appreciate it if you would advise me if either of the names "All-Shore Realty Company", or "Shore Front Realty Company" is available.

Enclosed is a self-addressed envelope for reply.

Thanking you for your kind attention and courtesy, I remain

Very truly yours,

Playa Sea Point Rm 1 Isle Acres Inc.

Sounds Point Inc.

CDM
Enc.

8 cm

Retainable at 110.
in drawer of B

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1476 Broadway
New York
May 18th, 1925

McKnight Radium Lab.,
1476 Broadway,
New York.

Gentlemen:

Every single month since you have been here, we have been compelled to urge you to pay your rent on the day it was due; this is the 18th of the month and we have not as yet, received your check.

We wish to notify you hereby, that unless we receive your rent on the 10th of the month promptly, we will be forced to dispossess you of the office. You must realize that the renting of this office is a business matter and subject to rules and regulations which govern business, therefore, we must urge you to have the check here not later than the 10th of each month otherwise, we will be compelled to force you to evacuate your office.

Evidently you find it difficult to pay the monthly rent of $100, in that event, the proper remedy is to take a smaller office the rent for which will come within your ability to pay.

Very truly yours,

Treas.

D. W. GRIFFITH, INC.

TGB.TS

C O P Y

United Artists Corporation
729 Seventh Avenue
New York

May 19, 1925.

Mr. Albert L. Gray,
Griffith, Inc.
1107 Longacre Building,
1476 Broadway, City.

Dear Mr. Gray:

We should have prints of Mr. Griffith's next picture, "Sally of the Sawdust", in all of our exchanges by July 1st.

If you can do so, please supply me with one print of this picture at the earliest possible moment, so that I can take same on the road with me to screen for the first run exhibitors throughout the country.

I expect to be on the road the entire month of June and feel positive if I have a print of "Sally of the Sawdust" I will be able to make some good sales.

Very truly yours,

UNITED ARTISTS CORPORATION

(signed) Hiram Abrams

President.

HA/P

STATE TAX COMMISSION

STATE OF NEW YORK

CORPORATION TAX BUREAU

TAX DEPARTMENT

ALBANY

ADDRESS YOUR REPLY TO
STATE TAX DEPARTMENT
CORPORATION BUREAU

May 20 1925

REFER TO FILE NO. Hearing ATTENTION MR. Canfield

D.W.Griffith, Inc.
Orienta Point
Mamaroneck, N Y

Gentlemen:

In reply to your inquiry of May 7th, you are advised:

The matter of determining franchise taxes against this corporation for the tax years beginning November 1, 1923 and 1924, respectively, have been withheld by reason of the fact that an application was filed for a revision of a license fee heretofore assessed against the company, that date for hearing was set therein and adjourned upon request with the understanding that the Commission was to be advised of a date which would be acceptable to hold such hearing at this office. Nothing further has been heard therefrom.

Will you kindly advise when you can attend such a hearing?

Yours very truly

STATE TAX COMMISSION

By N.W.Canfield
N.W.Canfield
Deputy

D

1476 Broadway
New York
May 20th, 1925.

Mr. A. J. Hart,
11 Euclid Place,
~~[illegible]~~, New Rochelle

Dear Mr. Hart,

We must request that you remove the title machine which you bought from us and against which you paid a deposit of $75, not later than ~~Friday~~ Wed. May 22nd, otherwise, we shall be compelled to sell this machine and send you your money.

We have inquiries about this same machine for more money than we sold it to you. However, we are willing to abide by our bargain, but we must request you to rempve this machine at once and pay the balance.

Very truly yours,

Treas.

D. W. GRIFFITH, INC.

JCE:IS

ADDRESS ALL COMMUNICATIONS TO
SECRETARY OF STATE

STATE OF NEW YORK
SECRETARY OF STATE'S OFFICE

FLORENCE E. S. KNAPP
SECRETARY OF STATE

CHARLES W. TAFT
DEPUTY

MARK STERN
SECOND DEPUTY

E/C-883 ALBANY May 30 1925

Banshaf, Pembleton & Littick, Esqs.,
130 W. 42nd St.,
New York City.

Gentlemen:

This office is in receipt of your favor of the 18th inst. The name Orienta Point Realty Corporation conflicts with titles in use.

Respectfully yours,

Florence E. S. Knapp

Secretary of State.
By

CLASS OF SERVICE DESIRED
Fast Telegram
Day Letter
Night Telegram
Night Letter

TELEGRAM

Receiver's Number
Check
Time Filed
Operator Time

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

Form 2

May 21 1935

SECRETARY OF STATE
CORPORATION BUREAU
ALBANY NEW YORK

WIRE COLLECT XX IF EITHER FOLLOWING NAMES AVAILABLE

FLAGLER POINT REALTY CORPORATION or

FLAGLER POINT INCORPORATED

ALBERT H. T. BANZHAF
130 W. 42nd Street
New York City

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT
153 WEST 42ND ST.,
NEW YORK CITY
TELEPHONES, BRYANT 7088-0643

TELEGRAM

DELIVERY NO. 21

This is a fast Telegram unless otherwise indicated by signal after the number of words:—"Blue" (Day Letter) "N.L." (Night Letter) or "NLT" (Night Telegram)

STANDARD TIME INDICATED ON THIS MESSAGE

165NY MC 11COLLECT3EX

ALBANY NY MAY 21 1935

ALERT H T BANZHAF

130 W 42ST NEWYORK

NAMES SUBMITTED CONFLICTS WITH TITLES IN USE

FLORENCE E S KNAPP

SECY OF STATE

4PM

300000
3
1500.00

RUSSELL GARDENS, INC.

GREAT NECK, L. I.

DIRECTORS
FRANK H. KNIGHTON, PRES. & TREAS.
RALPH W. GEORGE, VICE-PRES. & SEC'Y
WALTER H. BOND
GEORGE NICOLS
A. BRUCE BIELASKI
GLENN E. FONTAINE
EDMUND S. FRISCH
ROBT. A. GRAB, JR.
JULES S. ROSENTHAL

NEW YORK OFFICE
1440 BROADWAY
HUNTERS POINT SUBWAY

COUNSEL
BOND & BARRON
40 BROADWAY N. Y. CITY

DEPOSITORY
MANUFACTURERS TRUST CO.
TIN BROADWAY N. Y. CITY

May 21, 1925.

Mr. D. W. Griffith,
c/o Famous Players Lasky Corp.,
Long Island City, N. Y.

My dear Mr. Griffith:

I am forwarding to you under separate cover, three photographs taken on the new Russell Gardens development in Great Neck last Sunday afternoon and I wonder Mr. Griffith if you would be kind enough to autograph the photo of your good self together with the worthy president of Russell Gardens, Inc. I would like very much indeed to have this framed and hung in the office of Russell Gardens.

I am enclosing one also of Mr. Field and Mr. Lunt and one of Miss Carrol Dempster, my daughter and myself and I have been wondering if you would ask her if she would be kind enough to autograph this and Mr. Fields also.

As I explained to you on Sunday, the real estate business is a side issue with me. I am associated with my father Mr. Samuel Knighton in the flour business in the New York Produce Exchange and upon showing him the photograph on Monday morning he recognized you immediately and stated he had many very pleasant visits with you on the S.S. Aquitania on the way to Europe three years ago last Spring. Probably you will recall that Jack Dempsey went over on the same trip.

With kind personal regards and hoping to have the pleasure of meeting you at some future date, I am

Very sincerely yours,

Frank Knighton

FHK:IK

1476 Broadway,
New York, N. Y.,
May 21, 1920.

Dear Mr. Banshaf:

The enclosed letter regarding a ranch matter is self-explanatory. Mr. Epping thinks you should write a very stern letter to Mr. Sternlove calling his attention to this, as it is evident he is not paying the ranch bills on time although he has the proceeds of the sale still in his hands. A little time back I also received a notification from an attorney that certain payments due on the Pacific Avenue lots had not been met. I wired Mr. Sternlov about it and he took care of it, although he had previously known about it and should have paid it before the people notified Mr. Griffith direct. From the enclosed I should say he is certainly not paying the bills on time.

The post-card from the Bureau of Assessments, I presume is just a matter of form, and he evidently has been notified also, the payment not coming due until June 1st, but will you also send it along to him.

I am also enclosing herewith a wire from Mr. Sternlov to me under date of April 1st and my reply under date of the 2nd, both of which are self-explanatory. I never received any reply to this wire, which leads me to believe that Mr. Sternlov may have thought that I was not aware of the sale of the property and did not know he had the proceeds of same in hand. I think I should have a statement from him of the proceeds of this sale and what he has used the money for to keep on file with Mr. Griffith's other ranch bills which I have.

Very truly yours,

CC

ALLIED PRODUCERS AND DISTRIBUTORS CORPORATION
729 SEVENTH AVENUE
NEW YORK, N. Y.

101

May 21st

1 9 2 5

Mr. A. H. T. Banshaf,
Bush Terminal Bldg.,
New York City

Dear Mr. Banshaf:

A special meeting of the Board of Directors of the Allied Producers and Distributors Corporation will be held on the 9th floor, 729 Seventh Avenue, New York City, for the purpose of acting on the resignation of Mr. Maurice G. Cleary as Director, and the election of Mr. Harry D. Buckley in his stead; also to pass on any other business that may come before the meeting.

Yours very truly,

ALLIED PRODUCERS AND DISTRIBUTORS CORP.

J W Beal

AWK G

Asst. Secretary

TELEGRAM

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

Form 2

Edgewater

May 22, 1925

Secretary of State
Corporation Bureau
Albany, New York

WIRE COL RCT IF MAY USE ORIENTA PENINSULA INC FOR PROPOSED CORPORATION

Banzhaf & Pembleton
130 West 42nd Street
New York City

Charge Banzhaf & Pembleton, 130 West 42nd Street

POSTAL TELEGRAPH — COMMERCIAL CABLES

RECEIVED AT
153 WEST 42ND ST.,
NEW YORK CITY
TELEPHONES, BRYANT 7088-0643

TELEGRAM

DELIVERY NO.

This is a fast Telegram unless otherwise indicated by signal after the number of words:—"Blue" (Day Letter) "N.L." (Night Letter) or "Nite" (Night Telegram)

STANDARD TIME INDICATED ON THIS MESSAGE.

173NY B 10 COLLECT 3X

ALBANY NY MAY 22 1925

BANZHAF AND PEMBLETON

130 WEST 42 ST NY

NAME ORIENTA PENINSULA INC IS AVAILABLE

FLORENCE E S KNAPP

SECY OF STATE

423PM

THEODORE MORRIS
RICHMOND

UNDER THE DIRECTION & MANAGEMENT OF
THE CARLTON AND RITZ HOTELS LONDON

RITZ-CARLTON HOTEL
MADISON AVENUE & FORTY SIXTH STREET
NEW YORK

May 22 - 1925

My dear Mr. Griffith

Please let me thank you most sincerely for your prompt care

I assure you —
none the less
sincere —

Very sincerely yours
Mildred Nesbit

(Mrs. W.T.)

very generous response
to my appeal of a
few weeks ago for
our Milk Fund —
although the expression
of appreciation on my
part has been somewhat
delayed — it is —

May 22, 1929

Mr. Earl W. Hammons
370 Seventh Avenue
New York City

Dear Mr. Hammons:

I am sending you by messenger herewith a copy of proposed Certificate of Incorporation. Will you kindly look this over carefully and return at your early convenience with any suggestions or additions which you may desire to make in relation thereto.?

Very truly yours,

RR:AC

107

Office of Secretary
130 W. 42nd St.
New York City.

May 22nd 1925.

State Tax Commission,
Corporation Bureau,
Albany, New York. Attention Mr. H.W.Canfield.

Dear Sir:

Referring to your letter of May 20th, will you kindly advise us the amount of the Franchise Taxes against this Corporation for the years beginning Nov. 1, 1923 and 1924 respectively, without regard to the matter of the License Fee, if this can be done, as we desire to pay these Franchise Taxes at any rate.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By_____
Secretary.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANGHAM, SECRETARY
J. G. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1192

1476 Broadway,
New York, N. Y.,
May 22, 1928.

Dear Mr. Griffith,

Enclosed you will find copy of a letter received from Mr. Hiram Abrams, which is self-explanatory. Copy of this letter has been sent to Mr. Harold Franklin. As you no doubt know, this picture is scheduled for release on the United Artists program for about October 1st.

With kindest regards,

Very truly yours,

Vice-President.
D. W. Griffith, Inc.

ALG/CC

1474 Broadway,
New York, N. Y.:
May 22, 1926.

Mrs. Martha Mechtold,
c/o Frau Cornelie Stockenius,
Mohren Str. 13
Coburg (Thuringen)
Germany.

Dear Mrs. Mechtold;

Before leaving Mr. Epping asked me to send you the enclosed draft with statement attached thereto.

Very truly yours,

Sec'y to Mr. Epping.

CC

1474 Broadway,
New York, N. Y.:
May 24, 1926.

Cr dit Suisse,
Zurich,
Switzerland.

Gentlemen:

Replying to your letter of May 1st, I regret I am unable to return the check forms to you as I tore them up, it not being the custom in this country to return check forms and I did not know you needed them. However, I wish you to accept this as relieving you from any responsibility whatever in this matter.

Very truly yours,

J. C. Epping.

JCE/CC

Chatham Phenix
National Bank and Trust Company

MAIN OFFICE
165 BROADWAY
CORNER OF LIBERTY STREET

SAMUEL MACDONALD
CHAIRMAN OF THE BOARD

CHARTER MEMBER
NEW YORK CLEARING HOUSE

CAPITAL & SURPLUS
$ 25,000,000

New York May 25, 1926

IN REPLYING PLEASE QUOTE INITIALS

Mr. D. W. Griffith,
1476 Broadway,
New York City.

Dear Mr. Griffith:

Mr. Ellis L. Phillips informs me that he has written you concerning a possible additional subscription for Broadway Temple bonds. The situation confronting us is so critical that I am taking the liberty of adding my appeal to that of Mr. Phillips.

I assure you that I would not take the liberty of writing this personal letter following his communication from the Board of Directors if the situation were less critical. The facts are that the next few days will determine the success of this great project. A number of us have already added to our original pledges and I am very hopeful that you will see your way clear to join our ranks.

With sincere appreciation for what you have already done, I am,

Sincerely yours,

Samuel McRoberts

Chairman of the Board.

Hammons
Civic matter

May 28th 1928.

Secretary of State,
Corporation Bureau
Albany, New York.

Sir:

Will you kindly wire me collect whether or not any or all of the following names are available:

Edgewater Point, Inc.
Oriente Point Estates, Inc.
Edgewater Point Estates, Inc.
Edgewater Estates, Inc.

Thanking you, I remain

Very truly yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

PHONE LONGACRE 5800

CABLE ADDRESS "EDFILMCORP"

EDUCATIONAL FILM EXCHANGES, INC.

[redacted]

The largest distributors of quality short subjects

Executive Offices
Penn Terminal Building
330 Seventh Avenue

OFFICE OF THE PRESIDENT

NEW YORK, May 25, 1925.

Mr. Albert H. J. Banshaf,
130 West 42nd St.,
New York City.

Dear Mr. Banshaf:

At Mr. Hammons' request I am enclosing you in quadruplicate, the revised draft of Certificate of Incorporation of the Company which is to develop the Griffith Property. Some modifications have been made in the draft which you sent down and I am returning the old draft so that you may see at a glance just what the changes have been.

Very truly yours,

Chas F. Cutlin

CFC:G

Encs.

ALBERT H. T. BENGHAT
JOHN B. PEMBLETON

BENGHAT & PEMBLETON
COUNSELLORS AT LAW
BOND TRADING BUILDING
120 WEST 42d STREET
NEW YORK

TELEPHONE
WISCONSIN 7860
CABLE ADDRESS
"BENGAT"

May 28th 1926.

Mr. Carl Sternlev,
1016 Loews State Bldg.,
Los Angeles, Calif.

Dear Mr. Sternlev:

Mr. Griffith has received a bill from the Porter Avenue Hardware Co. for the sum of $84.40, together with a letter stating that this bill is long overdue and requesting an immediate payment from Mr. Griffith directly.

Will you please take care of this item at once, together with the notice from the Bureau of Assessments regarding the Pacific Ave. tract, original card of which was sent to Mr. Griffith here under date of May 5th 1925, assessments amounting to $73.31, which card I enclose herewith for your information.

Will you kindly send at once to Miss Conway, Mr. Griffith's Secretary, at 1476 Broadway, New York City, an itemized accounting of the moneys you received from the sale of the Wilmington lots.

You should attend to these matters immediately in order that this matter may be cleared up at once.

Very truly yours,

AHTB/GDM

Enc.

1474 Broadway,
New York, N. Y.,
May 28, 1935.

Collector of Internal Revenue,
Los Angeles, Calif.

Dear Sir:

I regret that I was unable to meet the instalments of my 1933 income tax which fell due on Sept. 15th and December 15th, 1934. Will you, therefore, be kind enough to send me a bill stating how much I owe you at present, showing the two instalments and the interest separate.

Thanking you, I am

Yours very truly,

D. W. Griffith.

DWG/CC

New York City,
May 26th, 1926.

Mr. Walker,
Motion Picture Capital Corp.,
342 Madison Avenue,
New York.

Dear Mr. Walker:

Under date of March 23rd, we deposited $10,000 which we received from the United Artists Corporation.

Balance as of date, $7,301.30.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

107

May 26, 1925

Collector Village Taxes
65 East Boston Post Road
Mamaroneck, New York

Dear Sir:

Will you kindly send us village tax bill covering all arrears, penalties and interest computed to the fifteenth day of June, 1925 on property owned by this corporation located in section 9, block 105, and 87 Orienta Point?

We are enclosing herewith a self-addressed envelope.

Thanking you for your kind attention, we remain

Very truly yours,

RR:EC

D. W. GRIFFITH, INC.

Secretary

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1476 Broadway
New York
May 26th, 1925

Mr. James Horton,
Victoria,
British Columbia.

Dear Sir:

In reply to your letter of May 1st addressed to Mr. Griffith at Hollywood, California from where it was forwarded to this office, I wish to thank you for the suggestion contained therein.

However, Mr. Griffith will make his next three productions for the Famous Players-Lasky Corporation and the selection of stories for these productions will be made by them. I will be pleased to forward the suggestion contained in your letter to their Scenario Department.

Thanking you for your courtesy, I am,

Yours very truly,

Secretary to Mr. Griffith

POSTAL TELEGRAPH - COMMERCIAL CABLES

RECEIVED AT
104 WEST 42nd ST.,
NEW YORK CITY
TELEPHONE, BRYANT 7040-0040

TELEGRAM

DELIVERY NO.

163NY B 10 COLLECT 3K

ALBANY NY MAY 27 1925

BANZSAF AND PEMBLETON

130 W 42 ST NY

NAME EDGEWATER POINT INC IS AVAILABLE

FLORENCE E S KNAPP

SECY OF STATE

425PM

ATTORNEYS & COUNSELLORS AT LAW
GEORGE F. VARRICK
H. L. MALEVINSKY
ARTHUR F. DRISCOLL
JOSEPH W. MASSAUTH
RICHARD J. MASSAT
ANDREW R. MALEK
EDWARD C. RAFFERT

IN RE United Artists Corp.

May
27th
1925

Mr. D. W. Griffith and
D. W. Griffith, Inc.
c/o Mr. Albert H.T. Manshaf
130 West 42nd Street
New York City

Gentlemen:

As attorney for United Artists Corporation, I herewith deliver to you a true and correct copy of contract between Mary Pickford Fairbanks, Douglas Fairbanks, Charles Chaplin, Joseph M. Schenck and United Artists Corporation, dated March 6th, 1925, and direct your attention to paragraph "3" on page 3, which provides as follows:

> "It is further agreed that D. W. Griffith shall be at liberty to avail himself of all of the provisions of this agreement in like manner as though he had signed this agreement and the aforesaid agreement of November 22, 1924, originally, by accepting the same in writing, within thirty (30) days after a copy of this agreement has been served upon him together with a copy of the distribution agreement between Joseph M. Schenck and said corporation, on behalf of himself and of the D. W. Griffith Inc. Corporation, a Maryland corporation, to which D. W. Griffith has heretofore assigned his distribution contract with said corporation pursuant to the provisions of that contract."

I hand you herewith, pursuant to the provisions of that contract a true and correct copy of the distribution contract between Joseph M. Schenck and United Artists Corporation, dated March 6th, 1925.

Please acknowledge receipt of these instruments

and of this letter by executing the enclosed receipt and delivering the same to the bearer, and kindly notify United Artists Corporation within the thirty day period mentioned in said contract of your decision to have the modifications set forth in the contract between Joseph M. Schenck and United Artists Corporation, copy of which is herewith delivered to you and referred to above, become a part of the present distribution contract between United Artists Corporation and D. W. Griffith, and assigned to D. W. Griffith, Inc.

Very truly yours,

Dennis F. O'Brien
Attorney for United Artists Corp.

DFO'B/IC
(Enc)

P. S. I am also enclosing copy of contract between Norma Talmadge Schenck and United Artists Corporation dated March 6th, 1925.

LOS ANGELES ATHLETIC CLUB

MAY 27, 1925

Mr. J. G. Epping,
c/o D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City.

Dear Mr. Epping:

I have your letter of May 13th in regard to the various notes which were given me by the D. W. Griffith Co., and note that you seem to think I have been unduly insistent in your making more prompt payments on these notes, and it may be well for me to set forth exactly what I believe to be the status of these notes from the beginning.

Originally I received notes totaling $9,700.00. One of these notes for $3,000.00 I sold to Bell and Howell Co. and I have just received from them the camera which they sold me in exchange for this note. I note furthermore that you have already paid them $1,000.00 on this account and are making payments at the rate of $500.00 every sixty days which is, of course, satisfactory to me, provided it is to them.

Another note for $3,000.00 I took with me to California believing that I would be able to use it pending payment of the other notes. The remaining $3,700.00 worth of notes I left with the bank at Mamaroneck. They would not discount these notes at first, but finally did so upon my agreeing to leave with them an equivalent amount of government bonds to guarantee that you would fulfill the obligations and take up the notes.

I would not have left these bonds had you not then made the statement to me that the notes would be taken up within thirty days. This statement which was approved by your lawyer and signed by you was presented to the bank; but, nevertheless, they insisted upon my leaving the bonds as a further guarantee.

From your letter I now understand that you have paid against these $3,700.00 worth of notes $900.00 in addition to which you paid $400.00 before I left New York, making a total of $1,300.00, leaving a balance due of $2,400.00. In addition to this you have paid the bank $700.00 on account of the $3,000.00 note which I took with me to California. This

LOS ANGELES ATHLETIC CLUB

$3,000.00 note I am, as you requested, returning to the bank to be held by them for collection.

According to my agreement with the bank they should have returned to me, as you paid in money against this $3,700.00, an equivalent amount of my bonds, but they have not yet done so. They should have also sent me the $700.00 cash which you paid against my $3,000.00 note, but this I have not received. In returning my note to the bank, I am writing them asking them to return the bonds for such an amount as they have received cash from you. But I want you to make such an arrangement with the bank as will further guarantee the payment of the balance of the money, so that they will return to me all my $3,700.00 worth of bonds. This they should readily agree to do as they will now hold, not only the $2,400.00 balance on the notes which they purchased, but also a note upon which there is still due $2,300.00. I appreciate your prompt action in regard to the Bell and Howell note, and trust you will be able to secure the bank in such a manner that they will accede to my request.

Incidentally, I note that in your letter you refer to a total of $8,700.00 worth of notes, whereas the original notes amounted to $9,700.00. No doubt you will locate the discrepancy in your figures. I am sorry if you have felt that the situation has been confused in any way, and it would have been perfectly straight and I would have been perfectly satisfied had you kept your original promise in regard to making these various payments. For instance, you yourself told me that salary would be a prior claim over all other accounts, and I understood from this that any money collected would be first applied to my notes. Furthermore, this assurance was given me by Mr. Griffith. I have been given to understand now that the property has been sold, but that the funds realized from the sale have been applied to the payment of other accounts instead of being applied to these notes.

As it stands now, the bank holds my $3,700.00 worth of bonds and $2,000.00 which you have paid them, and a note upon which there is due $2,300.00, as well as the other notes upon which there is due a balance of $2,400.00, and I appear to be holding the sack. I am writing to this effect to the bank and will appreciate your assistance in getting my bonds released.

I hope that you and Mrs. Epping are both well and that you will soon make an opportunity to come to California,

LOS ANGELES ATHLETIC CLUB

J.G.E. - 3

the land of real sunshine and happiness, and with kindest regards from Mrs. Sartov and myself, I am

Yours very truly,

P. S. Please note present address:
Henrik Sartov
Afton Arms
6141 Afton Place
Hollywood, Calif.

GEORGE BUCK, President
VICTOR HERBERT, Vice President

NATHAN BURKAN,
General Counsel

GUSTAV A. HARRIS, Secretary
RAYMOND HUBBELL, Treasurer

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

FIFTY-SIX WEST FORTY-FIFTH STREET
NEW YORK CITY

J. C. ROSENTHAL,
General Manager

May 27th, 1925.

D. W. Griffith Co.,
1474 Broadway,
New York City.

Gentlemen:-

We have been billing you since April, 1925, for the license issued you dated April 6th, 1921, to publicly perform the musical numbers in our repertory in conjunction with "Way Down East".

In accordance with the arrangement made last year at the request of Mr. Albert H. Banzarf, your secretary, the license fee was reduced $250.00 per year and we shall appreciate an expression from you whether it is your intention to continue the present license.

Yours very truly,

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS,

By J. C. Rosenthal

J. C. Rosenthal,
General Manager.

JCR GW

Box 29, New Rochelle, N. Y.
May 28, 1925.

D. W. Griffith Co., Inc.,
1476 Broadway, New York City.

Gentlemen:

I am sending you herewith copy of my adaptation of the Story of the Spanish Nun, about which I have previously written you. The title is "Cloister and Camp; the Adventures of a Military Nun."

I would esteem it a favor if you would have it examined as promptly as possible, as I would wish to submit it to other producers.

Enclosed please find stamped envelope.

Yours very truly,

F. M. Gill

F. M. GILL,

Box 29, New Rochelle, N. Y.

United Artists Corporation
729 Seventh Avenue
New York

Bryant 1114

May 24, 1925.

Mr. A.H. T. Banshaf,
Bush Terminal Bldg.,
West 42nd Street,
City.

Dear Sir:-

You will recall that sometime ago Mr. Abrams gave you an original letter from Mr. McKay, Auditor of the Pickford Company, relative to the United Artists Corporation paying several thousand dollars interest on monies withheld for Mary Pickford last year while we were advancing money to the Griffith Company in excess of their share of played and earned.

Won't you please let us have this original letter back together with a letter from you as to just what decision has been reached by the Griffith Company in the matter.

Very truly yours,

UNITED ARTISTS CORPORATION

F. A. Beach

Comptroller
F. A. Beach

FAB:SL

128A

May 28th 1926.

Motion Picture Capital Corp.,
448 Madison Ave.,
New York City. Attention Mr. Walker.

Dear Mr. Walker:

Enclosed herewith please find agreement between David W.Griffith and United Artists Corporation dated February 5th 1919, which I borrowed from your office.

Very truly yours,

GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York City,
May 29th, 1925.

Mr. Walker,
Motion Picture Capital Corp.,
342 Madison Avenue,
New York.

Dear Mr. Walker:

We have this day deposited in the Hamilton National Bank, check in the amount of $10,000 which we have received from the United Artists Corporation.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

COPY

KRISEL AND KRISEL
25 Jinkee Road
Shanghai, China.

May 29, 1925.

Messrs. United Artists Corporation,
Crescent Building,
Kobe, Japan.

Dear Sirs: RE: MOTHER AND THE LAW.

We wish to inform you that having learned that Mr. S. Hertzberg of the Apollo Theatre had offered for sale a print of MOTHER AND THE LAW, we wrote him a letter threatening to prosecute if our information was correct.

Mr. Hertzberg personally called at our office and informed us that he had a print with such title and admitted offering same for sale for the sum of Mex $100.00. He stated, however, that he did not know it was a Griffith Production, nor that no rights had been obtained for the exhibition of this picture. He informed us that he had received on consignment about 10 pictures from one L. E. Shean, 168 Golden Gate Ave. San Francisco, Cal. among which pictures was MOTHER AND THE LAW.

We informed him that this was a Griffith Production and that the rights of exhibition in China could only be leased from the United Artists Corporation, and that we would not permit him to lease or sell this picture without prosecution. He accordingly undertook to hand over to us the print in question.

We would suggest that you report this matter to the New York office and instruct us what to do with the pirated print when we receive same.

Faithfully yours,

AK:DH

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CERTIFICATE OF INCORPORATION

of

EDGEWATER POINT, INCORPORATED.

(Pursuant to Article Two of the Stock Corporation Law.)

* * * * * *

We, the undersigned, desiring to form a business corporation, pursuant to Article Two of the Stock Corporation Law of the State of New York, do hereby make, subscribe and acknowledge this certificate for that purpose, as follows:

1. The name of the proposed corporation is:

EDGEWATER POINT, INCORPORATED.

2. The purposes for which it is to be formed are as follows: To take, buy, purchase, exchange, hire, lease or otherwise acquire real estate and property either improved or unimproved, and any interest or right therein, and to carry on the business of developing and improving real property, including the plotting of acreage, laying out roads, construction of water systems, lighting and heating systems, erecting and operating of buildings upon such real property and any part thereof, constructing and operating canals, docks, piers, bathing beaches, or any of them, and places of amusement, and to own, hold, control,

maintain, manage and develop the same, in any State of the United States as may be permitted by law.

To purchase, exchange, hire or otherwise acquire such personal property, chattels, rights, easements, permits, privileges and franchises as may lawfully be purchased, exchanged, hired or acquired under the Second Article of the Stock Corporation Law of the State of New York.

To erect, construct, maintain, improve, rebuild, enlarge, alter, manage and control directly or through ownership of stock in any corporation, any and all kinds of buildings, houses, hotels, stores, offices, warehouses, mills, shops, factories, machinery and plants, and any and all other structures and erections which may at any time be necessary, useful or advantageous in the judgment of the board of directors, for the purposes of the corporation, and which can lawfully be done under the Stock Corporations Law, Article Two:

To sell, manage, improve, develop, assign, transfer, convey, lease, sublease, pledge or otherwise alienate or dispose of, and to mortgage or otherwise encumber the lands, buildings, real property, chattels real, and other property of the company ,real and personal, and wheresoever situate, and any and all legal and equitable rights therein.

To transact a general real estate agency and

brokerage business, buying and selling and dealing in real estate and real property and any interest and estates therein, on commission, and renting and managing real estate.

To purchase, sell and manufacture and deal in building materials and goods, wares and merchandise and to carry on any lawful trade or business incident to or proper or useful in connection with the purchase, sale, ownership, construction, maintenance and management of real property.

To borrow money, with or without pledge of or mortgage on all or any of its property, real or personal, as security and to loan and advance money upon mortgages on personal and real property, or on either of them, or other security, or without security, if permitted by law.

To buy, sell and deal in, with or without guarantee of payment thereof, bonds and mortgages, and other like securities and other kinds of property, whether real or personal, not prohibited or specially excepted by any law, and to do and prosecute any acts and things incident to or proper in connection with the carrying on of the business of this company.

To make any guarantee respecting dividends, shares of stock, bonds, debentures, contracts or other obligations to the extent that such power may be exercised by corporations organized under the Stock Corporation Law.

To purchase, acquire, hold, sell, assign, transfer,

mortgage, pledge or otherwise dispose of the shares of capital stock, bonds, debentures or other evidences of indebtedness of any corporation, domestic or foreign, and while the holder thereof, to exercise all the right and privileges of ownership, including the right to vote thereon, and to issue in exchange therefor its own stock, bonds and other obligations.

To purchase or otherwise acquire, undertake, carry on, improve or develop, all or any of the business, good will rights, assets or liabilities of any person, firm, association or corporation carrying on any kind of business, and particularly business the same as or of a similar nature to that which this corporation is authorized to carry on, pursuant to the provisions of this certificate.

To do all such acts and things as are incident or conducive to the premises.

The purposes and powers specified in the clauses contained in article second of this certificate shall, except when otherwise expressed in said article, be in no wise limited or restricted by reference to, or inference from, the terms of any other clause of this or any other article in this certificate, but the purposes and powers specified in each of the clauses of this article shall be regarded as independent purposes and powers, and the specification herein contained of particular powers of the corporation is not

intended to be, and is not, in limitation but in furtherance of the powers granted to corporations organized under the Stock Corporation Law under, and in pursuance of the provisions of which this corporation is formed.

And this corporation shall have the power to conduct its business in all its branches in the State of New York or any other State or States of the United States and ultimately to hold, purchase, mortgage, lease, convey, manage and control, real and personal property therein, as above provided, and generally to do all acts and things and to exercise all the powers, now or hereafter authorized by law, necessary to carry on the business of the said corporation, or to promote any of the objects for which the company is formed. The foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the general powers of the company, and the enjoyment thereof, as conferred by the laws of the State of New York, upon corporations organized under the provisions of the Stock Corporation Law.

3. The total number of shares that may be issued by the Corporation is Five thousand (5,000) shares, of which 2,500 shares of the par value of One hundred Dollars ($100.) each, shall be Preferred, and 2,500 shares shall be common, without par value.

The designations, preferences, privileges and voting powers or restrictions or qualifications of the shares of each

clause are as follows:

The holders of the preferred shares shall be entitled to receive from the surplus or net profits of the corporation, as and when declared by the board of directors, cumulative dividends upon such shares at the rate of Eight (8%) percent per annum, payable quarter-yearly, in preference and priority to the declaration or payment of any dividend upon the common shares. The holders of the common shares shall be entitled to all the remaining surplus or net profits of the corporation which the directors, in the exercise of their discretion, may determine to be distributable as dividends. Upon the dissolution of the corporation and the distribution of its net assets, the holders of the preferred shares shall be paid in full the par value of the shares held by them, plus any accumulated dividends unpaid thereon, before any amount shall be distributed among the holders of the common shares, and after such payment to the holders of the preferred shares, the remaining net assets, if any, shall be distributed among the holders of the common shares.

The control and management of the said corporation is to be in the hands of the holders of the common stock, so long as the business of the company is able to pay from its earnings, or reserve, dividends of eight percent (8%) per annum on all the preferred stock, the holders of such preferred shares to have no voting powers in the election of directors so long as said dividends on all the preferred shares are so paid. In case, however, said dividends on

W. GRIFFITH COLLEGE MUSEUM OF MODERN

said preferred shares shall not be earned and paid for a period of one year, then and in such case, the preferred stock of said corporation shall, upon the expiration of said one year, have the same voting power as the common shares, one vote for each share of stock until all accumulated dividends on the preferred stock have been paid, after which such voting power shall again be vested exclusively in the common stock.

The corporation may from its surplus profits retire or redeem the preferred stock in whole or in part at any time and from time to time at the price per share of One hundred ten dollars ($110.00) and accrued dividends. But partial retirement or redemption of stock can only be effected on one (1) month's notice after drawing by lot.

The company may use and apply the surplus property, earnings or accumulated profits, in the absolute discretion of the directors, to the creation and maintenance of a surplus fund, and to the purchase and acquisition of its own capital stock, and redemption of its preferred stock, and it may take said capital stock in payment or satisfaction of any debt due to the company from time to time, and to any such extend and manner, and upon such terms as the directors shall determine, and may reissue any stock so acquired.

4. The capital of the corporation shall be at least equal to the sum of the aggregate par value of all issued shares having par value, plus the aggregate amount of consideration received by the corporation for the issuance

of shares without par value, plus such amounts, as from time to time, by resolution of the board of directors, may be transferred thereto.

5. The principal office of the corporation is to be located in the Village of Mamaroneck, County of Westchester, and State of New York. The corporation may, however, maintain other offices within the State of New York, and also establish other offices, agencies or branches outside the State of New York, and in any part of the world.

6. Its duration is to be perpetual.

7. The number of its directors is to be seven (7).

8. The names and post office addresses of the directors until the first annual meeting of the stockholders are as follows:

NAMES	POST OFFICE ADDRESSES.
G.D.MURPHY	130 West 42nd Street, New York City.
M.D.HORNER	130 West 42nd Street, New York City.
FRED FRANCIS WEISS	130 West 42nd Street, New York City.
JOHN G. PEMBLETON	130 West 42nd Street, New York City.
SYDNE FRANK	130 West 42nd Street, New York City.
J.M.CARLING	130 West 42nd Street, New York City.
ALBERT H.T.BANZHAF	130 West 42nd Street, New York City.

9. The names and post office addresses of each subscriber of this certificate, and a statement of the number of shares of common stock which he agrees to take, are as follows:

NAMES	POST OFFICE ADDRESSES.	No.Shares
FRED FRANCIS WEISS	130 West 42nd Street, N.Y.City.	3
G.D.MURPHY	130 West 42nd Street, N.Y.City.	3
JOHN G. PEMBLETON	130 West 42nd Street, N.Y.City.	4

10. All of the subscribers of this certificate are of full age; at least two-thirds of them are citizens of the United States, and at least one of them is a resident of the State of New York. All of the persons named as directors are of full age and at least one of them is a citizen of the United States and a resident of New York State.

11. The corporation may issue and sell its authorized shares without par value for such consideration as, from time to time, may be fixed by the board of directors.

12. Directors are not required to be stockholders.

13. No contract or other transaction between the corporation and any other corporation shall be affected or invalidated by the fact that any one or more of the directors of this corporation is or are interested in, or is a director or officer, or are directors or officers of such other corporation, and any director or directors, individually or jointly, may be a party to, or may be interested in, any contract or transaction of this corporation or in which this corporation is interested; and no contract, act or transaction of this corporation with any person or persons, firm or corporation, shall be affected or invalidated by the fact that any director or directors of this corporation is a party, or are parties to or interested in such contract, act or transaction, or in any way connected with such person or persons, firm or association, and each and every person who may become a director of this corporation is hereby relieved from any liability that might otherwise exist from contracting with

the corporation for the benefit of himself or any firm, association or corporation in which he may be in anywise interested.

IN WITNESS WHEREOF, we have made, subscribed and acknowledged this Certificate in duplicate.

Dated: this day of May, 1925.

CITY, COUNTY AND STATE OF NEW YORK. } ss.:

On this day of May, 1925, before me personally came FRED FRANCIS WEISS, G.D.MURPHY and JOHN C. PEMBLETON, to me known and known to me to be the persons described in and who executed the foregoing certificate and severally duly acknowledged to me that they executed the same.

Memorandum re Griffith-Hammons Closing
of Title on Studio Property

* * * * * * *

There were present at the closing: Mr. Cosgrove, representing the New York Title Co.; Mr. H.Edward McAvoy, representing Mr. Hammons; Mr. W.H.Kellogg, Attorney representing Mr. Bate, appearing for the Motion Picture Capital Corp.; Mr. Earl W. Hammons; Mr. J.C.Epping; Mr. Kluns; at times Mr. Grey; Mr. Walker for a short period, Mr. Ray L. Erb for a short time and Mr. Banahaf during the entire time.

In closing the contract Mr. Hammons assigned the contract to Edgewater Point, Incorporated, which assignment was accepted by said Corporation under date of August 4th 1925 and a duplicate original attached to the Griffith Co. contract with Hammons.

Pursuant to such assignment the Griffith Company delivered full-covenant and warranty deed, a copy of which is in our files, to the Edgewater Point, Inc. , which Company in turn delivered to the Griffith Company Bond and Mortgage in the sum of $355,000., interest at 5%, dated August 4th 1925, copy of which Bond and Mortgage are in our files, the original mortgage delivered to Mr. Cosgrove of the Title Co. for the purpose of recording at the time of recording the Deed, with instructions to deliver the Mortgage after recording it to Mr. Kellogg on behalf of the Motion Picture Capital Corporation in accordance with an assignment of the mortgage to the Motion Picture Capital Corporation under date of the 4th day of August 1925, in accordance with our agreement with the Motion Picture Capital Company assigning said Mortgage as collateral security for the loan of $38,000 which funds were used to pay the taxes and interest outstanding or liens upon the property.

Also delivered Bond to Mr. W.H.Kellogg for the same purpose and have his receipt therefor.

Executed and delivered an agreement of rental of the Studio property with Edgewater Point, Inc. for a period of 30 days for the purpose of retaining possession in order to remove personal property belonging to the Griffith Co. or its assigns, duplicate original of which agreement is in our papers.

Also exchanged memorandum agreement with Edgewater Point, Inc. agreeing that any property which Griffith Co. or its assigns might move from the Studio should be personal property only and if there was a question as to whether it was personalty or realty, that the same be submitted to the Edgewater Point, Inc. before being so removed. Also agreed in said agreement to consider Mr. Hammons' claims for damages by reason of the removal or selling from the Griffith lot certain shrubs, current bushes, etc. which were sold at a price of $100. odd. The boiler and heating pipes which were sold and removed from the hot-house or conservatory; also copper wiring which acted as lightning rods which were removed from the main residence, also Belgium blocks which he claims were part of the sea-wall, all of which have been sold and removed and which property he claims was realty and that the Griffith Corporation had no right to sell the same, duplicate original of which agreement is in our files.

Mr. Hammons paid as part of the purchase price $67,500. by certified check of the Edgewater Point, Inc., to Mr. Erb, representing ~~xxxxxxxxx~~ full satisfaction and being balance due on Bond and Mortgage held by E.E. Smathers, which Bond and Mortgage ~~were~~ and satisfaction piece were duly executed by Mr. Smathers ~~and~~ delivered to Mr. Cosgrove for recording.

He also delivered to Mr. Erb a certified check for $50,000. signed by Edgewater Point, Inc. in full payment of the Erb Mortgage, which Bond and Mortgage and Satisfaction piece were delivered to Mr. Cosgrove for recording purposes.

Mr. Epping at the same time gave to Mr. Erb two checks one drawn to Mr. Erb for the sum of $ representing balance of interest due Erb from June 18th to August 4th on the $50,000. mortgage; also check to the order of E.E.Smathers, representing interest on $67,500. from June 18th to August 4th, I having on Monday, Aug. 3rd, delivered to Erb two checks, one for $5,062.50 representing interest on Mr. Smather's mortgage from Sept. 18th 1924 to June 18th 1925, at the rate of 10% as per interest agreement with Smathers; also check of the Griffith Co. for $3,750., representing 10% interest for the same period on Mr. Erb's mortgage of $50,000. Thus we have fully satisfied the Smathers-Erb mortgages on the Griffith Studio premises, leaving an indebtedness still due Mr. Erb on the 30-acre piece, known as the"Crawford piece" of $10,000. with interest approximately from Jan. 2 1925, unsigned copies of the Satisfaction pieces having been filed in our files.

Delivered to Mr. Cosgrove original certification by myself as Secretary, copy of which is in our files, with reference to the Consent of the Class A stockholders to the sale of the Griffith property.

Also delivered and executed an agreement with Mr. Hammons regarding adjustment of taxes in case the same should be found incorrect on the basis in which the taxes were adjusted as shown by memorandum in our files.

Had Mr. Epping deliver Griffith Corp. check to Mr. Cosgrove for the sum of $ representing stamp tax on the sale of the property fixed on the basis of $485,000

less $117,500, existing mortgages.

Also instructed Mr. Epping on Aug. 5th to deliver to Motion Picture Capital Corporation check for $177.50 to cover the Federal Stamp tax on Bond which Mr. Walker is to affix to said Bond.

Received from Mr. Hammons:

Check of $3,882.04, being in payment of the following items:

According to tax adjustment as per memorandum in file Hammons owed Griffith Company $ 1213.54.

The Griffith Co. allowed a charge of $9.00 to defray cost of recording assignment of Mortgage to the Motion Picture Capital Corporation, the cost of County Clerk's certificates to be attached to the various acknowledgments for purpose of filing in Westchester County. This left a balance of $1204.54 due the Griffith Company.

Hammons owed the Griffith Co. on account of Federal Mortgage Tax $177.50, making a total of $1382.04 to pay Griffith, plus $2500. balance still due on purchase price after having paid a total sum of $117,500 in satisfaction of mortgages, making total of $3,882.04 as aforesaid.

Hammons gave to the Title Co. a check for $1,775. for State Mortgage Tax, together with funds for recording mortgages and deed.

Hammons is to send me check for $50. for drawing bond and mortgage.

Gave original receipted tax bills to Mr. McAvoy for checking purposes, but he is to return same to me. Also exhibited at time of closing State Franchise tax receipted bills which are on file with the Griffith State tax Matter.

Received from Cosgrove original Policy issued by Lawyers Title & Trust Co. to D.W.G. Corporation at the time of the purchase of the Griffith Studio property, which is on file with the papers.

Mr. Kellogg is to return to us the assignment and Bond and Mortgage at the time of the liquidation of the Motion Picture Capital Corporation indebtedness, together with the other collateral which the Motion Picture Capital Corporation holds.

Wrote letter to Grey instructing him that the Studio property now belonged to Edgewater Point, Inc. and all Griffith employees at Studio should be notified accordingly, and that ~~xxxxx~~ their activities for the Griffith Co. should cease, except such notice as might be given, as is customary to give in such cases.

Motion Picture Cap. Co. surrendered to Edgewater Point, Inc. original lease of compartment #1 in the concrete vault at the Griffith Studio which lease was duly assigned by Central Union Trust Co. to the Motion Picture Capital Corp. under date of 21st day of May, 1925.

Received original of said assignment from Motion Picture Capital Corporation and I subsequently mailed same to Mr. Hammons (see correspondence in file #124 "Hammons-Griffith Property Matter).

ABSTRACT OF CLOSING GRIFFITH-HAMMONS TITLE

* * * * * * * * * *

Original purchase price of property - - - - - - -		$485,000.
Hammons paid on signing contract	$ 10,000.00	
" " " passing title (to Smathers)	67,500.00	
" " " " to Erb)	50,000.00	
" " to Griffith Co. (cash)	2,500.00	
" " by delivering purchase money Bond & Mtge. to Griffith Co.	355,000.00	
	$485,000.00	$485,000.

In addition to the payments Hammons gave to the Griffith Company at the time of closing a check for $3,882.04 which was made up as follows:

Check from Hammons - - - - - - - - - - - - -		3,882.04
Hammons owed Griffith on tax adjustment, after Griffith Company allowed Hammons $9.00 on account of County Clerks certificates and recording mortgages - - - - - - - - - - - -	$1204.54	
Hammons owed Griffith Co. on account Federal mortgage tax - - - - - - -	177.50	
Hammons owned on balance of cash purchase price after having paid Smathers and Erb mortgages - - -	2500.00	
	$ 3882.04	$3,882.04

In addition we have entered into an agreement with Hammons Company that we may remain in possession of the property one month from August 4th free of rent in order to remove personal property belonging to the Griffith Company or to its assigns, the understanding being that in case there is any dispute as to what is personalty and what is realty, such must not be removed until Hammons approves thereof.

We also signed an agreement agreeing to adjust with Hammons damages which he claims were caused to the property by removing part of the realty, in selling some shrubbery, currents, etc. from the premises, in selling from the hot house

the boiler and piping which was part of that equipment; in selling from the main mansion the copper wire lightning rods and in selling Belgian blocks which he claims were part of the sea wall. These items and any other which he may claim are to be adjusted between the parties.

In case the Griffith Company remains in possession longer than one month it has agreed to pay a rental of $5,000. but the understanding of this price was that in case the Griffith Company found it necessary to remain in possession longer than 30 days that Hammons xx would waive the $5,000. a month rent, providing it did not interfere with his xff plans of developing the property.

The Griffith Company also has the right to keep the negatives in the fire-proof vaults for 30 days or longer provided it does not interfere with Hammons development.

There is also an agreement that in case on a readjustment of the taxes either party has over or underpaid an adjustment will be made in accordance with the adjustments as may be finally corrected.

* * * * * *

Above memorandum handed this 11th day of August 1925 to Mr. Albert L. Grey.

Memorandum of Agreement between the parties hereto.

It is agreed by the undersigned that the Griffith Corporation shall be entitled to remove any personality which it now owns or has heretofore sold to third parties which is situated on the premises formerly known as the Griffith Studio with the understanding herewith that if there should arise a question as to what is personality and what is reality, that the same shall first receive the O.K. or approval of the Edgewater Point Incorporated before the same is removed.

It is also understood between the parties hereto that the Edgewater Point Incorporated claims damages by reason of removal of certain property which it claims is reality and that an adjustment will be made between the parties at the earliest possible date in an endeavor to fully satisfy the purchaser pursuant to the terms and spirit of the contract under date of January 2, 1925 or their assigns hereto.

It is further agreed that the fact that the Edgewater Point Incorporated has taken title that they do not waive any of their rights under said contract as to the damages aforesaid mentioned and that the contract does not merge in the Deed as to this matter.

EDGEWATER POINT INCORPORATED

by E W Hammond

D. W. GRIFFITH INCORPORATED

Pres

KNOW ALL MEN BY THESE PRESENTS, That I, J.C.EPPING, of the City of New York and State of New York, in consideration of love and affection and the sum of One ($1.00) Dollar lawful money of the United States, to me paid before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have sold, assigned, transferred and set over, and by these presents do sell, transfer, assign and set over unto FLORENCE LUELLA EPPING, of New York City, her heirs, administrators and assigns, to her or their own proper use and benefit all moneys now due me for moneys loaned by me to D.W.GRIFFITH, INCORPORATED, as may appear on the books of said Corporation from time to time, which indebtedness at this date amounts to $100,539.98.

And I do hereby give the said FLORENCE LUELLA EPPING, her heirs, administrators and assigns, full power and authority for her or their own use and benefit, but at her or their own cost, to ask, demand, collect, receive, compound and give acquittance for the same or any part thereof, and in my name or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefor.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this day of May, 1925.

In Presence of: _____ (L.S.)

CITY, COUNTY AND
STATE OF NEW YORK, } ss.:

On this day of May, 1955, before me personally came J.C.EPPING, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

STATE OF NEW YORK }
COUNTY OF ONEIDA }

On this day of May, 1928, before me personally came [illegible], to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

[illegible]

KNOW ALL MEN BY THESE PRESENTS, That I, FLORENCE LUELLA EPPING, of the City of New York and State of New York, in consideration of love and affection and the sum of One ($1.00)Dollar, lawful money of the United States, to me paid before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over unto

heirs, administrators and assigns, to or their own proper use and benefit all moneys due me arising out of the contract of assignment from J.C.EPPING to me under date of the day of May, 1925, a copy of which is hereto annexed, wherein he assigned to me all his claims for moneys loaned D.W.GRIFFITH, INCORPORATED from time to time as therein described.

And I do hereby give the said

heirs, administrators and assigns, full power and authority for or their own use and benefit, but at or their own cost, to ask, demand, collect, receive, compound and give acquittance for the same or any part thereof, and in my name or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefor.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of May, 1925.

IN PRESENCE OF:

_____ _____(L.S.)

CITY, COUNTY AND
STATE OF NEW YORK, } ss.:

On this day of May, 1926, before me personally came FLORENCE LUCILLA SPRING, to me known and known to me to be the individual described in and who executed the foregoing instrument, and she thereupon duly acknowledged to me that she executed the same.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONE CHICKERING 8812-8811

LITHOGRAPHING
PHOTOGRAPHING
& PRINTING

The H.C. Miner Litho. Co. N.Y.

WALTER J. MOORE, PRESIDENT
HUGO ZIEGFELD, VICE PRES.
THOMAS A. O'BRIEN, SECY-TREAS.

OFFICE & PLANT
518-524 West 28th St
NEW YORK.

New York June 1, 1925

Mr. D. W. Griffith,
Hotel Astor
Broadway 44th & 45th Sts.,
New York, N.Y.

My dear D. W.

Will you kindly let me know which of the rough sketches you prefer for "SALLY OF THE SAWDUST?" Especially, the one you would like for the 24-sheet Stand?

Jack Lloyd promised to have you do this but I understand that he has left town, so I am taking the liberty and my usual friendly interest in your affairs to get this important work started.

United Artists have been telephoning me for the photos of the sketches which they need for their Press Book and advertising, so will you kindly favor me by giving this your attention. Have Albert Grey notify me of your instructions and we will get this work started immediately.

Trusting the picture will be a KNOCKOUT and with best wishes for your good health, happiness and prosperity, believe me as ever

Sincerely yours

THE H.C.MINER LITHOGRAPHING CO

Walter J. Moore

President

WJM/C

PHONE CHELSEA 2600

CABLE ADDRESS "EDFILMCORP"

EDUCATIONAL FILM EXCHANGES INC.

The largest distributors of quality short subjects

Executive Offices
Penn Terminal Building
330 Seventh Avenue

OFFICE OF THE PRESIDENT

NEW YORK, June 8, 1935.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

Mr. Hammons has requested me to forward you the enclosed check, in accordance with telephone conversation.

Very truly yours,

E. Goldstein

EG. Secy. to Mr. Hammons

124

June 2nd 1925.

Mr. Karl Hammons,
370 Seventh Ave.,
New York City.

Dear Mr. Hammons:

Pursuant to our telephone conversation today I have notified the New York Title & Mortgage Co. that the closing on the Griffith Studio property, which was set for tomorrow June 3rd, has been adjourned by mutual consent to June 15th next, same time and place.

Very truly yours,

R/GDM

THE GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Upton Camera,
6141 Afton Place
Hollywood,
Cal.

New York City,
June 2nd, 1926.

Mr. M. Sartov,
Dickinson & Gillespie,
527-529 West 8th Street,
Los Angeles,
California.

Dear Mr. Sartov:

I have your letter of May 27th wherein you state the status of the notes which we have given you.

In the second paragraph of your letter, you mention the note which was given to Bell & Howell Company by you in payment of Cameras. To date, we have paid Bell & Howell Company $1000 on account of this.

In the third paragraph of your letter, you mention that you took another note for $3000 to California with you; we did not know this. When you left, you said you were placing all notes in the First National Bank of Mamaroneck for collection, therefore, we have made all these payments to the First National Bank including the payment on account of the $3000 which you said you took with you.

Following, is the statement showing the payments which have been made on account of these notes and also which the First National Bank have forwarded to you or are holding for you:

Original Note	Payment on note		Present Am't. of notes
$3000	$700	(according to your letter, this note was taken to California by you)	$2300.00
$1700	$800		$ 900.00
$1000	$500		$ 400.00
$1000	$500		$ 500.00
$4700	$3000		$3700.00

You will note that the total amount paid to the First National Bank thus far is, $3000. This is the amount that they should have accounted you for.

We are sending a copy of this letter to the Bank and asking them to confirm you these payments.

With best regards to Mrs. Sartov and yourself, I am,

Sincerely yours,

June 3rd 1925.

Secretary of State,
Corporation Bureau,
Albany, New York.

Sir:

Enclosed herewith please find Certificate of Incorporation of EDGEWATER POINT, INCORPORATED, together with certified check for $280., being $250. organization tax and $30. filing fees.

Very truly yours,

CDM

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

171

June 3rd 1925.

Messrs. Kohlsman & Austrian,
37 Cedar Street,
New York City. Attention Mr. Krauss.

Gentlemen:

I am enclosing herewith check to your order in the amount of $149.25 drawn by D.W.Griffith, Inc., representing interest and protest fees as per your recent letter in the matter of the settlement of the action of Ivor Novello vs. D.W.Griffith, Inc.

Very truly yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF
A. ROBERT FLEISCHER
ACTING TREASURER

June 5, 1925.

Re: Assessment of Foreign Business in British Isles and Europe.

Dear Mr. Griffith:-

It will be appreciated if you will refer to Mr. Hays' letter of April 7th outlining the procedure which will be used in assessing our members for the cost of conducting the survey which is now under way.

In accordance with the request contained in Mr. Hays' letter, asking the members to furnish information relative to the amount of net revenue derived from their operations in those countries, the Association is now in receipt of the data. However, there are so many and so varied deductions made from gross in order to arrive at the net revenue figure as called for that it is not practicable nor would it be equitable to pro-rate the $25,000. total assessment on that basis. Therefore, and after consultation with the various accounting officers, it has been deemed advisable to change the basis upon which the assessment will be pro-rated.

Will you therefore, at your earliest convenience, have your Accounting Department notify me as to the 1924 operations in the affected countries on the following basis:

The gross cash collections in Europe and the British Isles, less any allowances made to foreign companies for distribution, and also less any commissions paid in the case of outright sales where you do not maintain your own exchanges.

Your company will be assessed as above on the basis of the relation your figure bears to the total reported by all the members, and we will promptly notify you as to your proportion of the $25,000. which has been budgeted.

Thanking you in anticipation, I am

Sincerely yours,

James Platt

Acting Treasurer.

Mr. D. W. Griffith,
D. W. Griffith, Inc.,
Mamaroneck, New York.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. MANSHAP, SECRETARY
J. G. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1199

1476 Broadway,
New York, N. Y.,
June 3, 1925.

McKnight Radium Laboratories Corp.,
Room 1111,
1476 Broadway,
New York, N. Y.

Gentlemen:

In view of the fact that you have violated certain clauses of your lease, you are hereby notified that said lease is considered broken and therefore null and void, by us.

You are further to vacate the premises of Room 1111 by six O'clock Thursday evening, June 4th, 1925.

In consideration for back rent due us from May 1st to June 4th you agree to give us any and all partitions now in said Room 1111 and any and all furniture now in said Room 1111, with the exception of one show case and 1 typewriter chair, and merchandise of the McKnight Radium Laboratories, Inc.

Very truly yours,

D. W. Griffith, Inc.

Accepted McKnight Radium Laboratories Corp.
by _____

I hereby swear and affirm that all partitions and furniture referred to above are free and clear of any liens, mortgages or attachments.

McKnight Radium Laboratories Corp.
by James A. Bradley

Sworn to before me this
3rd day of June 1925
Joaquin W. Buckley

JOAQUIN W. BUCKLEY
NOTARY PUBLIC
NEW YORK COUNTY No. 671, REGISTER'S No. 7718
MY COMMISSION EXPIRES MARCH 30, 1927

KOHLMAN & AUSTRIAN
[illegible] BROADWAY
NEW YORK

121

June 4, 1925.

Banshaf & Pembleton, Esqs.,
130 West 42nd Street,
New York City.

RE: NOVELLO v. GRIFFITH.

Dear Sirs:

We acknowledge receipt of your letter of June 3rd, together with enclosure therein of check in the amount of $149.23 drawn by D. W. Griffith, Inc. This check represents interest and protest fees on notes given in matter of settlement of the above entitled action. We thank you for the same and shall immediately proceed to prepare the necessary release and discontinuance of the action instituted in Maryland and will forward the same to you.

Thanking you for your helpful cooperation in this matter, we are

Yours very truly,

Kohlman & Austrian.

8/E

KOHLMAN & AUSTRIAN
[illegible] Street
NEW YORK

June 4, 1925.

D. W. Griffith & Co.,
1476 Broadway,
New York City.

Attention of Photographer

Dear Sirs:

We are the attorneys for Mr. Joseph Schildkraut. Mr. Schildkraut has been asked to produce supporting vouchers and other data bearing on the deductions claimed by him on his Income Tax for the years 1921-1922. Mr. Schildkraut has advised us that he purchased photographs from you during the years 1921-1922. He tells us moreover that he maintained no charge account with you but paid cash for his purchases. He thinks, however, that you might have a record of these matters showing the date of such purchases and the amount paid you by him for same. If you could examine your books and advise us as to whether or not you have such information, giving us the facts as to the date of purchase and the amount of cash received, we would be very much obliged.

Mr. Schildkraut has requested us to state to you that any effort you make in his behalf will be appreciated and you will understand that this data which you may be able to give us will be of real aid to him with respect to the claim of the Government against him.

Assuring you of our appreciation and awaiting the pleasure of your advices, we are

Yours very truly,

Kohlman & Austrian.

7/E

New York City,
June 4th, 1928.

First National Bank,
Mamaroneck,
New York.

Attention of Mr. Coffin

Gentlemen:

We are enclosing herewith, a copy of the letter which we sent to Mr. H. Sartov.

You will note that in the last part of this letter, we mention that we were sending a copy to you and that we would ask you to confirm to him the payments which you have received from us on account of his notes.

Mr. Sartov seems greatly depressed over the fact that he has received neither cash nor an equivalent amount ~~of~~bonds from you which he placed with you as security.

Will you please get in touch with him in connection with this?

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.

153

ERNST, FOX & CANE
COUNSELLORS AT LAW
[illegible] West [illegible] Street
New York
[illegible]
[illegible]
[illegible]
[illegible]

June 5th, 1925.

Re: "One Exciting Night."

Albert H.T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:-

Referring to our conversation had today in which you requested me to put the substance thereof in a letter, I beg to say that my client, Mr. Jacobs, has received no moneys from the foreign distribution of the above picture since Mr. Abrams paid us some Six thousand dollars in satisfaction of his guaranty, and my feeling was that he was charging the money paid by him as an advance, against the foreign distribution of this picture, and that as the moneys came in, he was reimbursing himself for the amount that he paid. Of course, this is all wrong.

Mr. Abrams paid us this money because he was bound under his guaranty to do so. It was a separate, independent and additional security and he certainly is not entitled to reimbursement out of our share of the proceeds of the picture.

Our client received $125,000. which was the amount originally put up for the purpose and under our agreement, as modified, our client is entitled to the next $22,000 and thereafter, the share which would be payable to the Griffith Company, is to be paid 60% to them, and 40% to Jacobs. My client is willing, however, after he has received an additional sum amounting to $13,500. from the distribution of the picture, to permit the proceeds thereafter to be applied in reimbursement of the moneys paid out by Mr. Abrams and thereafter, the proceeds shall be applied in accordance with our contract.

We think this is an eminently fair suggestion on the part of Mr. Jacobs.

Please take this up at once because the position

of Mr. Jacobs is that he demands and expects all the distribution moneys payable to the Griffith Company to the exclusion of the claim of Mr. Abrams to reimburse himself out of such moneys for the amount he paid to relieve himself from the obligation of his guaranty.

Please advise me promptly of your determination in this matter.

Very truly yours,

David Fox.

DJF:R

June 6th 1925.

Tax Commission,
Corporation Bureau,
Albany, New York. Attention Mr. Canfield.

Dear Mr. Canfield:

Can you not send me the Franchise Tax bill of D.W.Griffith, Inc. for the year beginning Nov. 1st 1923 and ending Oct. 31st 1924 in order that the Company may pay the same at once, since we have not questioned your determination as to the method and amount of computation of said tax. It is important, for business reasons, that this tax bill be paid early next week.

If you deem it necessary I would be glad to go to Albany to see you regarding this matter if you will set an early date.

Thanking you for your co-operation in this matter, I remain

Very truly yours,

AHTB/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York City,
June 8th, 1928.

Kohlman & Austrian,
27 Cedar Street,
New York.

Gentlemen:

In reply to your communication of June 4th wherein you request certain information concerning Mr. Joseph Schildkraut, we wish to advise you as follows:

During Mr. Schildkraut's employment at our Studio in the year 1921, we have no record of any cash being received from him for photographs. It may be however, that this work was done by our Photographer, Mr. Frank Diem, outside of the regular Corporation business in which event, he would be the only one able to give you the information you so desire.

Therefore, we would suggest that you communicate with Mr. Diem who resides in Mamaroneck, New York, on this subject.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York City,
June 5th,1925.

First National Bank,
Mamaroneck,
New York.

Gentlemen:

We are enclosing herewith, our check in the amount of $350 together with our renewal note in payment of the following notes which you hold discounted for Henrick Sartov:

Due	Amount	Check	Renewal
June 13	$300	$150	$150.00
June 13	200	200	- - -

Kindly return the cancelled notes.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC. 2

KOHLMAN & AUSTRIAN
[illegible] Church Street
NEW YORK

June 5, 1933.

D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City.

Dear Sirs:

We have your letter of the 5th inst. in reference to the purchases by our client, Joseph Schildkraut, from you. Please be assured of our appreciation for your prompt reply.

Yours very truly,

Kohlman & Austrian.

T/E

New York City,
June 6th, 1928.

Ernst, Fox & Cone,
25 West 43rd Street,
New York.

Attention of Mr. Fox

Gentlemen:

Will you kindly send me a list of payments which you have received from the United Artists Corporation since the balance of $115,979.48 and to the time of their remittance of $6,082.27 which brought the total amount to date, $125,000 plus the interest in the amount of $154.80?

I thank you for your immediate attention.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:LS

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures - Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 5000
CABLE ADDRESS FAMOPLAY

RICHARD W. SAUNDERS
CONTROLLER

June 5, 1928.

D. W. Griffith Inc. & D. W. Griffith,
1476 Broadway,
New York City.

Gentlemen:-

For your information, we have received instructions from the Motion Picture Capital Corp. that the $6,000 per week payments which you had assigned to them have been assigned by them to the Chase National Bank, and we are in accordance therewith making such payments to the Chase National.

The first payment of this kind was for the week ending May 30th.

Yours very truly,

R. W. Saunders

Comptroller

C O P Y

June 5th, 1929.

United Artists Corp.
New York.

Gentlemen :

RE CONDITIONS IN CHINA. Complying with your request to be kept advised of conditions in our territories, we want to inform you that civil war of rather serious character has broken out in Shanghai, and unfortunately will affect our business in this city rather badly for the time being. We expected an exceptionally good June month in Shanghai with two super-features and a number of our ordinary features scheduled for release, but we will now probably have no playings in this city at all during the present month.

We have just received a cable advising us that our Shanghai Agent, Mr. A. Efisel, has been mobilized for military duty and is unable to attend the office work for the time being.

We do not expect that the trouble will last long, but it will no doubt affect our revenues in Shanghai for the first few months rather badly.

The most serious affect of this civil war will probably be the drop in the Yen exchange, which has already commenced.

The principal cause of the trouble in China this time, like in many previous cases, is Japanese, and it is therefore to be feared that a boycott of Japanese products all over China will take place in the near future; China being one of the most important fields for the Japanese export, the Japan foreign trade will probably get a very heavy blow with the subsequent decline in the Yen exchange.

As so far serious trouble has only taken place in Shanghai, but other cities have also to a smaller extent been affected by the trouble.

We are however so far able to maintain our playings in other cities in China, and as many cities usually discontinue playing our pictures during July and August, our business will not get very seriously hurt, provided that the trouble will be finished before the month of Sept.

Yours very truly,

UNITED ARTISTS CORP. OF THE FAR EAST

Albeck

MUSEUM OF MODERN ART FILM LIBRARY

New York City,
June 6th,1922.

Mr. Sherman Brown, Manager,
Davidson Theatre,
Milwaukee,
Wisconsin.

Dear Mr. Brown:

I am enclosing herewith, the scenario, "A Gift of Manitou" that you gave me when I was last there.

I must ask your pardon for holding it so long in my possession but can only say that it has taken me this long to get it to Mr. Griffith's attention.

He was very much interested in it, but on account of its containing no characters other than Indians, he was a little afraid to tackle it; also on account of his previous contracts with Famous Players, it is impossible for him to handle it.

I am sorry, but I did my best which is all anyone can do.

With best regards,

Sincerely yours,

PWC:IS
Enc.

New York City,
June 6th, 1925.

Mr. Leonard Mellin,
4523 North Dover Street,
Chicago,
Illinois.

Dear Leonard:

I am sending you by special mail, your screen test that I took away from Chicago with me.

I have done everything I could to place you but so far without success.

If there is any other time I can be of assistance to you, please let me know.

Sincerely yours,

PWC:IS

#105

June 6th 1925.

Mr. F.A. Beach,
Treas., United Artists Corporation,
729 Seventh Avenue,
New York City.

Dear Mr. Beach:

I am enclosing herewith original letter from Mr. McKay under date of April 11th addressed to Mr. O'Brien together with the letter from Mr. O'Brien to Mr. Abrams, which Mr. Abrams gave to me for presentation to Mr. Griffith with the request that the Griffith Company pay the items of interest therein mentioned as due and owing to Miss Pickford on account of moneys which the United Artists withheld from her accounts from time to time.

It would seem to me that this interest item is a proper charge against the United Artists Corporation and should be paid by that Company, but I cannot agree with the proposition that it should be paid by the Griffith Company. There are times in the past when the Griffith Company did not draw down all the money that was due to it and I believe some of this money was used, if not by Miss Pickford, at least some of the other artists or other productions as the emergency arose. Likewise, there has been a large credit balance left with the United Artists by "THE BIRTH OF A NATION" Company, interest on which balances no charges have been made.

Frankly I have not placed this matter before Mr. Griffith for the reason aforesaid, that I do not believe it is a proper charge against the Griffith Company. Neither have I laid the matter before Mr. Grey or Mr. Epping, and if you care so to do, there certainly would be no objection on my part.

Very truly yours,

AHTB/GDM

MOTION PICTURE IMPROVEMENTS, INC.
108 WEST 49TH STREET
NEW YORK CITY

June 9, 1925.

Mr. D. W. Griffith,
c/o Famous Players
Lasky Studio,
Pierce ave.,
Long Island Ave.,

My Dear Mr. Griffith-

Would it be too much to ask you to grant me a few minutes talk regarding the process that I am now working on, and have perfected.

Our pleasant associations in the past is my excuse for making this request. Anticipating an early favorable reply, and with best personal regards I am,

Sincerely,

Oscar Cheuinard

Tel. Pennsylvania 2364, Oscar Cheuinard,

#-A

H. PETER CLARKE
LOS ANGELES
CALIFORNIA

Mr. D. W. Griffith,
Paramount Studios,
Pierce Ave. & Sixth St.,
Long Island City, New York.

Dear Mr. Griffith: DRUG ADDICTION

It is because of your prominence and the number of people you come into contact with, that I ask you to pass along a very helpful message, viz.--"That any addict who is sincerely earnest in his or her desire to break a habit can be permanently cured of drug addiction, even of twenty year's standing."

The general failure to cure drug addiction, has brought about a condition of absolute despair in the minds of many addicts, especially girls, who have been caught in the meshes of this terrible affliction.

For two years I conducted a secret retreat on the Hudson for drug addicts, in cooperation with the New York Commissioner of Narcotics with an unprecedented record of success, as has been testified by the Commissioner in many of the leading papers throughout the country. It is because of the mental conditions I came into contact with and the complete recoveries which were made there, that I wish to get this message over, wherever I can.

I have the most sympathy for the girl addict, because she has a very much harder time than the man. A man can live down anything; and so, if you should happen to come across any unfortunate victims of this malady, please tell them that their case is never hopeless if they are sincerely in earnest.

I am establishing a similar camp here in the Desert Foothills of California and will be glad to do what I can for anyone who is sincere in desiring a permanent cure, but will not take those who simply wish to reduce. We have a beautifully appointed Medical Home where the patients are given a thorough medical preliminary treatment which completely relieves them of the desire and feeling of necessity for the drug. This is accomplished without the usual intense and terrifying suffering. They are then taken out to the camp retreat for complete physical and mental rehabilitation, without which latter, there is never any permanent cure.

H. Peter Clarke

1126 Loews State Bldg.,
Vandike 3026
May 9, 1925

KOHLMAN & AUSTRIAN
[illegible] STREET
NEW YORK

171

June 9th
1925

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

RE: NOVELLO v. GRIFFITHS

Dear Sir:-

Our counsel in Baltimore have entered an order dismissing the above-entitled case. We enclose herewith canceled notes as follows:

Note dated November 3, 1924, No. 1, in amount of $2250., payable January 3rd, 1925, D.W. Griffiths, Inc., Maker - D. W. Griffiths, Endorser.

Note dated November 3, 1924, No. 3, in amount of $2250., payable March 23, 1925, D. W. Griffiths, Inc., Maker - D.W.Griffiths, Endorser.

Note dated November 3, 1924, No. 4, in amount of $2250., payable April 23, 1925, D. W. Griffiths, Inc., Maker - D.W.Griffiths, Endorser.

These are the only notes we have left in our files, the remaining notes given at the time of the settlement having been paid by the maker upon presentation. The Baltimore action is now discontinued and all the notes are paid. If your client desires an instrument of release, duly acknowledged by Mr. Novello, we will be glad to have you prepare same and upon receipt of same, we will forward it to London for Mr. Novello's acknowledgment.

We thank you for much for your consideration of us in this matter.

Very truly yours,

Kohlman Austrian

5/RO
Encs.3

1476 Broadway,
New York, N. Y.
June 9, 1926.

Mr. C-H. Epping,
bei Wulf,
Hirtenstr. 52, Park
Hamburg, Germany.

Dear Mr. Epping:

I received your card, addressed to Mr. Epping, requesting a change in the drafts. As Mr. Epping is sick and absent from the city in a sanatarium, this matter cannot be changed until his return in about six months hence. However, I forwarded your card to him. Mr. Epping is unable to write at present without a stenographer on account of nervous debility.

Yours very truly,

Secretary to Mr. Epping.

CC

PHONE LONGACRE 5600

CABLE ADDRESS "EDFILMCORP"

EDUCATIONAL FILM EXCHANGES, INC.

The largest distributors of quality short subjects

Executive Offices
Pan American Building
100 Seventh Avenue

OFFICE OF THE PRESIDENT

NEW YORK, June 11, 1938.

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

Confirming telephone conversation of this morning, beg to advise that Mr. Hammons has requested me to inform you that due to the national convention of our branch managers which he is holding, which convention started Wednesday, June 10th, and will last until Saturday, he has been unable to take up the matter of the Griffith Property at Orienta Point, Mamaroneck, N. Y. and that he would therefore appreciate it greatly if you could arrange that the date of closing title be deferred a week or two from June 15th.

Thanking you for your kind offices in the matter,

Very truly yours,

E. Goldstein

EG.

Secy. to Mr. Hammons

New York City,
June 11,1925.

Motion Picture Prod. & Distrs. of Am.,
469 Fifth Avenue,
New York.

Attention of J. Homer Platten

Gentlemen:

In compliance with your request of June 3rd, we are enclosing herewith, statement showing the gross cash collections in Europe and the British Isles, less any allowances made to foreign companies for distribution, and also less any commissions paid in the case of outright sales where we do not maintain our own exchanges.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.

124

June 12th 1925.

Mr. Karl G. Hammons,
370 Seventh Ave.,
New York City.

Dear Mr. Hammons:

I beg to confirm your request for adjournment of closing of the Hammons-Griffith Studio property title from June 16th to that of June 29th, same time and place. Will you kindly take up the matter of release of the additional acreage with your associates as soon as possible and advise me thereof.

In this connection if you would care to sell your contract, I believe I could get a purchaser for you at a small profit.

Very truly yours,

AHTB/CDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

136

June 18th 1926.

Mr. Dennis F. O'Brien,
152 West 42nd Street,
New York City.

Dear Cap:

Will you kindly send me a copy of the agreement dated November 22nd 1924 by and between Mary Pickford Fairbanks, Charlie Chaplin, Douglas Fairbanks, Joseph Schenck and United Artists Corporation, copy of which agreement I do not seem to have in my files, in order that I may be able to advise you in regard to your letter of May 27th 1926.

Thanking you, I remain

Very truly yours,

ABTB/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York City,
June 12th,1928

Mr. Walker,
Motion Picture Capital Corp.,
342 Madison Avenue,
New York.

Dear Mr. Walker:

We have this day deposited in the Hamilton National Bank, checks aggregating $10,000 which we have received from the United Artists Corporation as income on our pictures.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

New York City,
June 18th, 1928.

Pathe Exchange, Inc.,
35 West 45th Street,
New York.

Gentlemen:

We are enclosing herewith, our bill in the amount of $101 covering the purchase of equipment which you made recently from our Studio at Mamaroneck, New York.

Will you kindly forward your check to cover this?

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.

FIRST NATIONAL PICTURES INC.
GENERAL OFFICES
383 MADISON AVENUE, NEW YORK

June 13, 1926.

D. W. Griffith, Inc.
Orienta Point,
Mamaroneck, N. Y.

Gentlemen:-

We are advised by the Cincinnati Exchange that they shipped you one junk print of THE GREATEST QUESTION under date of May 25th.

Please acknowledge receipt of the print to this office so that we may credit Cincinnati with the return of same.

Very truly yours,

S. M. Shernow
PRINT DIVISION
DEPARTMENT OF DISTRIBUTION.

O.K.
Mr Hannon

SMS/HK

Mr Hannon
Did this come
back?

#15

Monday, June 13.

My dear Mr. Griffith.

How do you like this picture of my favorite director? Sorry I didn't get a "close-up." I wonder if somebody will let me take a lot more of him some day. But I'll always treasure this first picture of my director the most.

I've missed you dreadfully Mr. Griffith. I certainly enjoyed my work with you, and I just love the movies.

Hoping to be with you again soon.

Your loving little friend
Constance Campbell.

6571 Bryant

EDWIN HOPKINS
AUTHORS REPRESENTATIVE

1564 Broadway
ROOM 1108

June 13,1925

David Wark Griffith, Esq.,
1476 Broadway,
City.

Dear Mr. Griffith:

Sometime since you kindly suggested that you would consider the work of Miss Helen Shipman if I brought the matter to your attention again.

Miss Shipman is opening in the lead of "Kosher Kitty Kelly" at the Times Sq. Theatre Monday the 15th, and if you have the time I should be glad to have you see her.

Mr. Walter Wanger of the Famous Players-Lasky Co. also has the matter under consideration.

Her stage work will give you some general idea of what she will be able to do on the screen. Her original and charming personality and wonderful sense of comedy values should give her an unique place in pictures.

I shall be glad to have seats for you if you will let me know when you will be able to attend.

Sincerely yours,

Edwin Hopkins

Mamaroneck, N. Y., June 25 1942

M. Griffith Inc. 198.32 1952

TO THE VILLAGE OF MAMARONECK, Dr.,

		ASSESSMENT	PERSONAL	TOTAL	AMOUNT OF TAX
VILLAGE TAXES of	1942		$	$	$ 7503.64
Interest to date	year	month	days	at 10%	464.47
Five per cent fee					375.18
				Total	$ 8343.29

LOCATION Long Beach Rd.
Lot 1 Block 1 Section 1 Subdivision of Other Blocks
Lot 3 Block 31 Section 1 Main Street

Received Payment, $ 377.00

Village Treasurer.

FREDERICK H. BULL, Treasurer
OFFICE: MAMARONECK NATIONAL BANK

CASUALTY CASH CAPITAL $ 6,000,000 SURETY

Union Indemnity Company

NEW YORK

Great Eastern Department
120 Maiden Lane, New York

June 18, 1935.

Mr. G. Conway, Secretary to
Mr. D. W. Griffith,
Orienta Point,
Mamaroneck, N.Y.

Dear Sir:

RE: CLAIM NO. G1-28469

We have made a number of attempts to get in touch with Mr. Hayashi, Mr. Griffith's chauffuer, but to date have been unsuccessful depsite the tlephone calls and letters sent to him.

We are, therefore, requesting that you arrange an appointmetn for our Mr. Sullivan in order that he may secure a statement from Mr. Hayashi in reference to the above captioned accident in order that we may properly protect the interests of Mr. Griffith.

We trust you will give this matter your immediate attention.

Yours very truly,

M. M. SIMPSON
SUPT. CLAIM DIVISION.

FAS:TB

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM
PRINCIPAL OFFICE, 149 BROADWAY, NEW YORK N.Y.

513 Fifth Avenue corner 43rd Street

June 15,1925.

Mr. C.M.Conway, Treasurer,
G & H Pictures Corp.,
1476 Broadway,
New York, N.Y.

Dear Sir:

With reference to your letter of June 10th I am enclosing a statement showing the payments which have been received for your account from the distributors of the picture "His Darker Self" together with an analysis of your indebtedness to this institution.

Trusting that this is the information that you desire, we are

Very truly yours,

M Ray Coffman

M. Ray Coffman,
Assistant Secretary.

ENC.

Int. from 1/1/29 - 9/2/29 - 1354.17

G & H Pictures Corporation.

9/3/24	$589.98		3/24/25	369.29	
9/9/24	822.55		3/3/25	116.90	
9/11/24	509.63		3/3/25	505.55	
9/22/24	487.15		3/9/25	268.89	
9/24/24	1354.17		3/12/25	1500.00	
9/30/24	411.59		3/17/25	409.69	
10/8/24	657.01		3/25/25	294.15	
10/21/24	705.26		3/31/25	276.68	
10/21/24	946.90		4/7/25	418.80	
10/27/24	527.52		4/13/25	119.44	
11/5/24	558.85		4/13/25	196.55	
11/10/24	424.77		4/20/25	810.46	
11/18/24	421.65		4/28/25	119.50	
11/24/24	458.72		4/28/25	162.57	
12/1/24	525.95		5/5/25	511.55	
12/8/24	536.25		5/13/25	182.62	
12/18/24	547.45		5/19/25	248.11	
12/23/24	633.77		5/19/25	242.25	
12/30/24	495.04	Own Payment	5/29/25	6115.79	
1/6/25	675.74			26,724.85	
1/13/25	594.67				
1/20/25	580.57				
1/26/25	582.20				
2/4/25	472.42				
2/11/25	462.11				
2/16/25	274.32				

1354.17
675.90 Pay on pr
1600.00 commi
3599.57

Paid by
Sindell

Note made 9/2/24 due 1/2/25	$55,301.54
Interest from 1/2/25 to 5/19/25	1,115.73
Total Due	56,417.12
Less payments	16,724.95
Balance due for which a new note was made out 5/19/25	39,692.17

Amount of Renewal	$39,692.17
Plus interest to Sept.21,1925	826.03
Amount of new note	$40,518.20

1474 Broadway,
New York, N. Y.
June 15, 1935.

Mr. Jack White,
c/o Educational Studio,
7250 Santa Monica Blvd.,
Los Angeles, Calif.

Dear Jack:

This is just a little note to remind you about "His Darker Self" and also to inquire whether or not you have done anything with it as yet. I don't want to become a pest, but as I explained to you on the boat, I have quite a little of my own money tied up in this and the only hope in the world I have to get it out is through your goodness, if you will re-vamp the picture, so I am counting on you to save the day. Please let me hear what has been done, if anything.

Trusting this finds you enjoying good health, and with best wishes, I remain

Sincerely yours,

ALG/CC

Educational Studios,
7250 Santa Monica Blvd.,
Hollywood, California.

Mr. Albert L. Gray, Vice-President,
D.W.Griffith, Inc.,
1476 Broadway,
New York, N.Y.

My dear Albert:-

Receipt is acknowledged of your letter bearing the date of June 15th.,1925, wherein you have written regarding " His Darker Self".

I am taking this matter up at the present time and I shall write you at length within the coming week.

You may positively be assured of my taking an interest to assist you in this proposition in the best possible manner and if it is humanly possible for me to aid you in recovering any of your hard-earned money, I shall most certainly do so.

Trusting you shall have patience with me until you receive further word from me, I am, with heartiest wishes for your health, happiness, and prosperity,

Sincerely yours,

Jack White

New York City,
June 15th, 1946.

First National Bank,
Mamaroneck,
New York.

Gentlemen:

This will authorize you to pay the following payroll checks of Miss Carol Dempster's which have been presented:

Dated: April 26th, May 10th, May 17th and May 30th respectively.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

The draft was from Bayerische Hypotheken und Wechsel Bank, New York
Date April 7. (Nr. C 42 2 0 66)

Herren-Hüte
Damen-Hüte

Der Hutmacher am Dom
A. Breiter München
Weinstraße 6
Kaufingerstraße 25

Regina-Palast-Hotel, München
Volkhardt G. m. b. H.
Maximiliansplatz
150 Zimmer :: 70 Bäder :: 30 abgeschlossene Wohnungen
Hoftelephon in den Zimmern
Telegramm-Adresse: Palasthotel

June 12th 1925

Dear Mr. Epping —

On April 11 I sent you a bank draft for interest on my ring at Stern's, with a letter telling you of my plans. I have never received an acknowledgement, and am wondering if you received it. I have the registered letter receipt and also a duplicate of the bank draft which I will forward in the event you did not receive the original. Am just finishing my picture, so will write you more fully in a week or two.

Sincerely

Walter Vierbuchen

Address c/o American Express Co., 11 Rue Scribe Paris.

Otto Landauer
26 Kaufingerstr. 26
Das erste Haus für Damenmoden in München
Sehenswerte Geschäftsräume

Feine
Pelze
E. & O. Merzbacher
Theatinerstraße 42
Filialen:
Partenkirchen
Ludwigstraße 74
Bad Kissingen
Lindesmühlpromenade
Spezialität: Sportpelze

Hotelbriefblock D. R. G. M. Serie 261
Verlag Dr. Kuester & Co. A. G., Berlin W 57

1474 Broadway,
New York, N. Y.,
June 16, 1930.

Mr. Henry F. Schichtel,
133 New York Avenue,
Town of Union, N. J.

Dear Henry:

I received several of your cards, and am glad to see that you are in business for yourself. I intended to write you several times, wishing you good luck, but I have been so crowded and busy with work that I hardly know what to do.

I am quite sure that you will do well, and at the first opportunity I will come over and see you some time. If ever you are in New York come to my office and I will be very glad to see you.

I send your parents my very best regards, and with best wishes to yourself, I remain

Sincerely yours,

JCE/CC

June 15th 1925.

Collector of Internal Revenue,
Third District,
310 Lenox Ave.,
New York City. Attention Mr. Harry Newman.

Dear Sir:

I am herewith enclosing check to the order of the Collector of Internal Revenue, Third District, for $1,000. drawn by D.W.Griffith, Inc. dated June 15th.

Very truly yours,

D.W. Griffith Inc
By
Secy

GDM

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

KOHLMAN & AUSTRIAN
[illegible] Street
NEW YORK

(11)

June 16th
1925

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

RE: NOVELLO v. GRIFFITH

Dear Sir:-

Your letter of the 15th instant is received, enclosing Releases for execution by Mr. Ivor Novello. We have sent the Releases to Mr. Novello in London, and are asking that he execute and return them to us. We will forward these Releases to you upon their receipt by us from Mr. Novello.

Yours very truly,

Kohlman & Austrian

S/RO

PHONE LONGACRE 5600

CABLE ADDRESS "EDFILMCORP"

124

EDUCATIONAL FILM EXCHANGES, INC.

[redacted]

The largest distributors of quality short subjects

Executive Offices
Penn Terminal Building
370 Seventh Avenue

OFFICE OF THE PRESIDENT

NEW YORK, June 14, 1928.

Albert H. S. Banshaf, Esq.,
130 West 44nd Street,
New York, N. Y.

Dear Mr. Banshaf:

Beg to acknowledge receipt of your favor of the 12th inst. and thank you for adjourning the closing of the Hammons-Griffith studio property title from June 15th to June 29th, same time and place.

I also note that you state you believe you could get a purchaser to take over my contract at a small profit. This, I believe, would interest me and I would be very glad to have further information in the matter.

With kind personal regards, beg to remain

Sincerely yours,

E W Hammons

EWH:G

CHRISTIAN BROTHERS' NOVITIATE

WEST PARK
NEW YORK

June 16th 1925.

Mr. D. W. Griffith,
Hotel Astor,
Broadway & 44th St.,
New York.

My dear Mr. Griffith,

Conferences immediately connected with the extension of our great educational work in America call for my absence from St. Mary's Novitiate during the coming months of July and August.

God has blessed us this year with perhaps widest expansion, but at no period, even during the Great War years, have I had so distressing an experience in meeting the necessary expenses as in the past few months.

On Nov. 27th 1920 I purchased 134 shares of the D. W. Griffith Class A Stock. I was moved thereto because of the great educational worth of your productions, and also because of the aid this investment would be to me in my great efforts especially in the interests of poor boys.

This Training Institute formerly located in Orienta Point has been in dire financial distress on many occasions, yet I never wished to worry you though I felt you would gladly come to my relief had I made my position known to you.

Only the most urgent need could compel me to appeal to you now. I am overwhelmed with anxiety owing to financial obligations.

(over)

In addition a beautiful estate right in front of my Monastery door is in danger of going into the hands of most objectionable people who will ruin my school.

This I must prevent no matter what the sacrifice.

In justice then and for God's sake come to my aid at the earliest possible moment.

In hopes and in prayers for your generous aid by taking the 154 shares off my hands.

I am as always a sincere admirer.

Patrick J. Ryan

Provincial.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1476 Broadway,
New York, N. Y.,
June 14, 1930.

Dear Mrs. Muehtold,

Before leaving, Mr. Epping gave me an expense statement to pay, for which check is herewith enclosed in the amount of forty-six marks.

I should have sent this check much earlier but I mislaid the expense statement and it has only now come to the surface. My apologies for the delay.

Very truly yours,

Secretary to Mr. Epping.

CC

New York City,
June 16, 1925.

Kohlman & Austrian,
27 Cedar Street,
New York.

Gentlemen:

We are enclosing herewith, the letter which you sent to Mr. Frank Diem.

You will note that the notation at the foot is self-explanatory. It is quite evident that Mr. Schildkraut must be mistaken, inasmuch as neither Mr. Diem nor the Corporation have received any money from him for photographs.

Yours very truly,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.

Cable address
Cinecraft Test

Producers Distributing Corporation

469 Fifth Avenue
New York

Samuelfold

June 17, 1925

D. W. Griffith, Inc.,
1107 Longacre Building,
New York City.

Dear Mr. Klune: Attention Mr. R. A. Klune.

In reply to your letter of June 16th in reference to checks and dates paid on HIS DARKER SELF to the Manufacturers Trust Company, if you will refer to reports which are submitted weekly by us you will readily see that at the foot of each report we list the amount of the check this week and total to date, and if you will look at the upper right hand corner of your report you will find date of the check. The check is always dated the same date that the report is made out. However, I am attaching statement showing payments to the Manufacturers Trust Company, and also showing for what weeks these payments are. If you will refer to your reports for these weeks you can find out the date of the check.

Yours very truly,

E M Davidson

JJG/NvK

Comptroller

Bala.
39800.33

Telephone
Cable Address

Producers Distributing Corporation

464 Fifth Avenue
New York

June 17, 1929

PAYMENTS TO MANUFACTURERS TRUST COMPANY

1924			
	July 26	$1074.95	
	Aug. 2	633.82	
	9	389.98	
	16	622.33	
	23	509.63	
	30	487.15	
	Sept. 6	411.59	
	13	657.01	
	20	705.26	
	27	946.90	
	Oct. 4	527.52	
	11	858.85	
	18	424.77	
	25	421.85	
	Nov. 1	438.72	
	8	525.93	
	15	536.25	
	22	547.43	
	29	633.77	
	Dec. 6	495.04	
	13	442.65	
	20	594.67	
	27	380.57	
1925	Jan. 3	382.20	
	10	472.42	
	17	342.36	
	24	274.32	
	31	369.20	
	Feb. 7	303.55	
	14	268.89	
	21	290.69	
	28	294.13	
	Mar. 7	276.68	
	14	418.80	
	21	196.55	
	28	310.46	
	Apr. 4	182.57	
	11	311.35	
	18	182.82	
	25	248.11	
	May 2		
	9	61.92	18591.74
	16	145.95	
	23	204.75	
	30	156.25	
			$19,160.61

568.87

6659.17
6255
599.17

Please address all communications to the company

136

The National Bank of the REPUBLIC
OF CHICAGO

JOHN A. LYNCH
CHAIRMAN
DAVID R. FORGAN — GEORGE WOODRUFF
VICE CHAIRMAN — VICE CHAIRMAN
H. S. OTIS
TREASURER

BUSINESS EXTENSION DIVISION
LINTON E. ALLEN, VICE PRESIDENT
H. R. GREEN, ASSISTANT VICE PRESIDENT
J. RUSSELL FORGAN, ASSISTANT VICE PRESIDENT

June 17,1925

Mr. Albert H. T. Banshaf, Secretary
United Artists Corporation of Illinois
729 Seventh Avenue,
New York, New York.

Dear Sir:-

We acknowledge receipt of your letter of June 15, enclosing a certificate of the appointment of Arthur W. Kelly as Treasurer of your Corporation vice Maurice G. Cleary, resigned, for which we thank you.

Yours very truly,

Linton E. Allen

LEA/JB

Vice President.

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. Griffith

From Mr. Gray

Date 6/17/26

Time

Reply to

Dear Mr. Griffith:

Attached herein you will find suggested cuts in "Sally of the Sawdust" from two out of the six people who saw the picture at the United Artists yesterday. The other four people promised to write theirs also, but in the hurry to catch the "Century" I presume they forgot to do so.

I do not know just whose suggestions these are, but the people who saw the picture were Mr. Charles Moyer, publicity man for the United Artists, Mr. Cress Smith their Chicago manager, Mr. Benson their Australian manager, Mr. Abrams, and one or two of their new salesmen, whose names I do not know. Mr. Joe Schenck saw part of the picture.

Please make all replies on back of this memorandum.

"SALLY OF THE SAWDUST"

The circus scenes are too long, particularly the fight scene.

The scene of McGargle and Sally on rear of train, is too long, much too long. We see Sally and McGargle board the train on the first car in back of the engine. We next see them in a doorway apparently of the last car on the train. This mistake would not be so noticeable if the scene was shortened.

Scenes in bake shop are too long.

Automobile chase of McGargle too long.

Court room scenes are entirely too long, particularly where Sally climbs on to window seat and keeps police at bay.

The chase of Sally by the police entirely too long, and almost becomes ridiculous.

The scenes of Sally "doing her stuff" at the society function are too long, and do not appear real.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Suggested cuts for

"Sally of the Sawdust."

****

Earlier circus scenes.

Scene where Peyton follows Sally.

~~Long scene between Sally and Peyton (the chewing gum.~~

Scenes at bootleggers cache. - (Much)

Automobile chase of McGargle. - (Much)

Court room scenes. - (Much)

Chase of Sally by police and crowd. - (Far too long.)

--XX--

1476 Broadway
New York
June 18, 1925

Mr. Oscar Choulnard,
Motion Picture Improvements, Inc.,
108 West 40th Street,
New York.

Dear Mr. Choulnard:

In reply to your letter of recent date, Mr. Griffith has asked me to advise you that inasmuch as he will make his next three productions for the Famous Players-Lasky Corporation, it will be necessary for you to submit your proposition direct to them as they will handle all matters pertaining to that and to any other business for Mr. Griffith.

Very truly yours,

Secretary to Mr.Griffith

United Artists Corporation
729 Seventh Avenue
New York

June 16, 1925.

D. W. Griffith, Inc.,
c/o Motion Picture Capital Corporation,
342 Madison Ave.,
City.

Gentlemen:-

Herewith are two checks from the Allied Artists Corporation, Ltd. London, in the amounts of

£ 173 - 19 - 1 — 844.11
37 - 19 - 6 — 184.27

details of which are as follows:-

70% of collections less charges week ending May 29, 1925.

WAY DOWN EAST	£ 112-8-6
LOVE & SACRIFICE	61-10-7
	£ 173-19-1

70% of collections less charges week ending June 5, 1925.

WAY DOWN EAST	£ 37-19-6

Canada
131 69

Very truly yours,

UNITED ARTISTS CORPORATION

F. A. Beach

Comptroller
F. A. Beach

R:SL

Enc.

DAVIDSON THEATRE
SHERMAN BROWN, MANAGER
SHERMAN BROWN JR. TRUSTEE
MILWAUKEE, WIS.

June 16th, 1925.

Mr. Pat W. Campbell,
c/o D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York, N.Y.

Dear Pat:-

Your letter of June 6th to Mr. Brown mentions enclosure of the Scenario, "A Gift of Manitou" but there was no enclosure, so if you will dig it out of your right hand pocket, I shall be pleased to give it to the boss when he returns.

Have not seen you for a long time and hope you will honor us with a visit during the coming season.

With kindest regards.

Very truly yours,

Frank J Miller

FJM/CS

Member International Theatrical Association, Inc.

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June 10th 1926.

Mr. Ralph Kohn,
c/o Famous Players Lasky Corp.,
485 Fifth Ave.,
New York City.

My dear Mr. Kohn:

I am returning herewith proposed contract between Famous Players and United Artists Corporation pertaining to the release of "SALLY OF THE SAWDUST". Will you please advise me when the same is ready for execution by all parties and thehnd will submit the same to Mr. Griffith for his approval, of which I am sure he will readily give.

Very truly yours,

AHTB/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1476 Broadway
New York
June 19, 1925.

Tums,

314 W. 46th Street,

New York.

Please deliver to bearer,

Costume selected, rental to be

$5.00 for three days.

D. W. GRIFFITH, INC.,

New York City,
June 10, 1925.

Luce's Press Clipping Bureau,
66 Warren Street,
New York.

Gentlemen:

This will authorize you to discontinue immediately press clipping service which you have been rendering to this company.

We are enclosing herewith, our check in the amount of $118.80 in full payment of our account to June 1st.

If you will send us your invoice covering the service charges from June 1st to date, we will send you our check immediately.

Yours very truly,

D. W. GRIFFITH, INC.

By

RAK:IS

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FAMOUS PLAYERS-LASKY CORPORATION

-and-

UNITED ARTISTS CORPORATION

A G R E E M E N T.

Conformed Copy.

DATED June 19th 19 25.

HAM:AB

MEMORANDUM OF AGREEMENT dated this 19th day of June, 1925, by and between FAMOUS PLAYERS-LASKY CORPORATION, a corporation organized under the laws of the State of New York, and UNITED ARTISTS CORPORATION, a corporation organized under the laws of the State of Delaware,

- W I T N E S S E T H: -

WHEREAS, a certain agreement was entered into the 10th day of January, 1925, between D. W. GRIFFITH, therein designated as the "Artist", party of the first part; D. W. GRIFFITH, INC., therein designated as the "Griffith Corporation", party of the second part, and UNITED ARTISTS CORPORATION, therein designated as "United Artists", party of the third part, wherein and whereby the Artist and the Griffith Corporation agreed to deliver to the United Artists, or cause to have delivered, a motion picture photoplay to be produced under the personal direction of the Artist, as set forth in said agreement, which said agreement is hereunto annexed, marked Exhibit "A", and made a part hereof as though fully incorporated herein in so far as the delivery and the distribution of said motion picture is concerned; and

WHEREAS, D. W. Griffith has produced for the FAMOUS PLAYERS-LASKY CORPORATION the motion picture mentioned in the aforesaid agreement, with the understanding that said motion picture shall be the motion picture to be distributed under the contract hereto annexed and marked Exhibit "A";

NOW, THEREFORE, in consideration of the foregoing and of the sum of ONE DOLLAR ($1.00) by each of the parties hereto to the other in hand paid, receipt whereof is hereby acknowledged, and as and for the full completion of said agreement between D. W. GRIFFITH, D. W. GRIFFITH, INC., and UNITED ARTISTS CORPORATION, in so far as the delivery and distribution of the motion picture is concerned, it is hereby agreed as follows:

FIRST: (a) FAMOUS PLAYERS-LASKY CORPORATION hereby agrees to deliver, upon completion thereof, to UNITED ARTISTS, two (2) negatives of the photoplay entitled "SALLY OF THE SAWDUST" hereinbefore mentioned and produced by D. W. GRIFFITH, and a sufficient number of complete positive copies to satisfy the demand for the use of said photoplay by the exhibitors, not to exceed one hundred (100) copies, cut and conformed to the sample print before said delivery and ready for projection purposes; one (1) negative and the positive copies are to be delivered to the UNITED ARTISTS in the following manner: By notifying in writing, by registered mail or telegram, UNITED ARTISTS, at its New York office, at least two (2) weeks in advance of the date when said negative and copies are ready for delivery. Whereupon, said UNITED ARTISTS shall provide FAMOUS PLAYERS-LASKY CORPORATION with written directions where to send, at the expense of the UNITED ARTISTS, the aforesaid copies of the aforesaid photoplay, and FAMOUS PLAYERS-LASKY CORPORATION agrees to promptly comply with said directions.

(b) FAMOUS PLAYERS-LASKY CORPORATION agrees to deliver to UNITED ARTISTS, at or before the time of delivery

of the negative or positive copies of said photoplay, such still plates as may have been made by FAMOUS PLAYERS-LASKY CORPORATION, as the term is understood in the motion picture business, and if in the final judgment of FAMOUS PLAYERS-LASKY CORPORATION are desirable for advertising purposes of such photoplay, and such still plates may be used by UNITED ARTISTS in reproducing photographs for publicity and advertising purposes, and are to be returned to FAMOUS PLAYERS-LASKY CORPORATION in the same manner and subject to the same conditions as cover and effect the negatives and positive copies of such photoplay as in this contract provided.

The aforesaid delivery of the negative and positives and still plates is conditioned upon the payments and provisions herein set forth.

(c) The title of the negative and positive copies and still plates delivered to or procured by the UNITED ARTISTS, pursuant to this contract, for the purposes of this contract, shall remain in said FAMOUS PLAYERS-LASKY CORPORATION, subject to the rights of the UNITED ARTISTS as set forth in this agreement, and each negative and positive copy of said photoplay and the still plates, or so many as are then in existence, shall be returned to said FAMOUS PLAYERS-LASKY CORPORATION by the UNITED ARTISTS five (5) years from the date of first release for exhibition purposes of a positive copy of said photoplay in the United States of America, at the last address provided said UNITED ARTISTS by said FAMOUS PLAYERS-LASKY CORPORATION, or such other place as the FAMOUS PLAYERS-LASKY CORPORATION may direct in writing to the UNITED ARTISTS at least thirty (30) days prior

to the expiration of said five (5) year period.

(d) All other rights in and to the literary composition of said photoplay, and in and to the said photoplay itself, except such rights as are specifically granted to said UNITED ARTISTS by FAMOUS PLAYERS-LASKY CORPORATION pursuant to this agreement are reserved and withheld by FAMOUS PLAYERS-LASKY CORPORATION.

SECOND: (a) Said FAMOUS PLAYERS-LASKY CORPORATION does hereby grant, and by these presents has granted unto the UNITED ARTISTS, the right to make, or cause to be made such additional positive copies of said photoplay as in the judgment of said UNITED ARTISTS may be necessary, to properly market and turn to account the aforesaid photoplay in all the territories hereinbefore described during the five year period, in no event to exceed fifty (50) such copies of such photoplay except with written consent of FAMOUS PLAYERS-LASKY CORPORATION first had and obtained; subject, however, to the FAMOUS PLAYERS-LASKY CORPORATION'S prior right to make or cause to be made such additional positive copies of such photoplay. The UNITED ARTISTS shall inform FAMOUS PLAYERS-LASKY CORPORATION of the number of such additional positive copies of said photoplay so made and in use. The cost of such additional copies is to be paid from the earnings derived from the use of such positive copies being divided between the parties hereto; as hereinafter provided. And does further grant, and by these presents has granted to the UNITED ARTISTS the exclusive right and privilege to market and turn to account, exhibit, distribute or cause to be distributed, or exhibited the aforesaid photoplay

including all positive copies in all the territory hereinbefore described for and during the period of five (5) years.

(b) All replacements of the positive copies, or parts of the same, shall be paid for from the earnings derived from such positive copies, or parts of same which have been so replaced by the UNITED ARTISTS prior to the receipts derived from such positives being distributed, as hereinafter provided.

THIRD: (a) The name of David W. Griffith shall receive "chief prominence" and by "chief prominence" is meant that his name shall be in larger letters than, and of at least twice the size of any other part of the subject matter in which his name appears, in all advertising and literature used in connection with the exploitation of said photoplay by said UNITED ARTISTS, and that the name of no other person shall appear in connection with the advertising and exploitation of said photoplay except as directed by said FAMOUS PLAYERS-LASKY CORPORATION, except the name of the UNITED ARTISTS and the name of the theatre in which the photoplay will be exhibited. All such advertising and literature shall be submitted to the FAMOUS PLAYERS-LASKY CORPORATION or its duly constituted agent, at, and who shall have, an office in the Borough of Manhattan, City of New York, for his written approval, such approval not to be unreasonably withheld or delayed. In the event of such approval, or refusal to approve not being given within three (3) days from the date of delivery of such advertising or literature at such office, then the UNITED ARTISTS may use the advertising and literary material so submitted or other advertising

and literary material substantially similar.

(b) The UNITED ARTISTS shall supply exhibitors with first class lithographs in one or more colors with the photoplay at a reasonable price, in such quantities as may be required by the exhibitor, the general character of the aforesaid lithographs to be submitted to the FAMOUS PLAYERS-LASKY CORPORATION or its duly constituted agent, at, and who shall have an office in the Borough of Manhattan, City of New York, for his written approval, such approval not to be unreasonably withheld or delayed. In the event of such approval, or refusal to approve not being given within three (3) days from the date of delivery at such office, then the UNITED ARTISTS may use the lithographs so submitted, or others substantially similar. Such lithographs shall be supplied to the exhibitors by the UNITED ARTISTS at cost, plus a reasonable percentage of profit. The FAMOUS PLAYERS-LASKY CORPORATION reserves the right to designate the person or corporation who is to manufacture such lithographs, subject, however, to its exercising its said right by notifying the UNITED ARTISTS at the time of, or prior to the delivery of the negative and positive copies of the photoplay for which the lithographs are to be made.

(c) The press matter provided and circulated by the UNITED ARTISTS relative to such photoplay, shall be submitted to the FAMOUS PLAYERS-LASKY CORPORATION or its duly appointed agent at, and who shall have an office in the Borough of Manhattan, City of New York, for his written approval, such approval not to be unreasonably withheld or delayed. In the event of such approval or refusal to approve not being given within three (3)

days from the date of delivery of the same at such office, then the UNITED ARTISTS may use the material so submitted or material substantially similar.

(d) It is distinctly understood and agreed that after the photoplay is delivered to the exhibitor, no changes, interpolations, modifications, additions, or eliminations of any kind shall be made therein or any part thereof, (this includes title and sub-titles), except such changes as the exhibitor may be forced to make by a duly constituted Board of Censors, and said photoplay shall always be exhibited in the same order, arrangement, sequence and manner as when delivered to the UNITED ARTISTS. The UNITED ARTISTS shall not permit the exhibition of the photoplay delivered hereunder by any theatre owner or exhibitor except in the way and manner in this paragraph provided for, and all releasing contracts of the UNITED ARTISTS shall be so drawn as to protect the FAMOUS PLAYERS-LASKY CORPORATION in this particular, and in such contracts it shall be provided that the photoplay shall only be exhibited in the order, arrangement, sequence and manner as was the negative of such photoplay, when it was completed and delivered by the FAMOUS PLAYERS-LASKY CORPORATION to the UNITED ARTISTS. The UNITED ARTISTS hereby guarantees that it will, at its own expense, enforce these said provisions of its releasing contracts with other exhibitors.

(e) It is agreed by the parties hereto, that the photoplays, personally directed by D. W. GRIFFITH, enjoy universal popularity in the so-termed "Motion Picture World", and to maintain the same it is essential that the aforesaid photoplay be exhibited in the largest number of motion picture theatres

obtainable, and to be marketed in a fair manner and free from unfair methods in business; hence - the UNITED ARTISTS agree that all leases or licenses to use positive copies of said photoplay shall be made separate and apart from the leases or sales of other motion pictures or photoplays, and used in no way to influence the license, lease or sale of other motion pictures or photoplays, and the right, license or privilege to exhibit such motion picture or photoplay shall not be denied any person or persons, firm or corporation exhibiting motion pictures or photoplays who is willing to pay a proper rental consideration for such a license or privilege, except in such theatres which would be in direct competition with the theatres for which contracts have already been made to exhibit said photoplay, or such theatres which do not regularly exhibit so-termed first class feature photoplays or do not represent first class theatrical entertainment, and subject also to the right of the UNITED ARTISTS to grant reasonable territorial and time privileges in connection with the exhibition of the photoplay in question in favor of the theatre or theatres selected by the UNITED ARTISTS to exhibit the photoplay in the immediate locality in question, as against any other theatre or theatres in the same locality.

(f) Said UNITED ARTISTS agree to use their best efforts to market the aforesaid photoplay upon a basis of the sharing in the gross receipts derived from the exhibition of said photoplay in the particular theatre in question in cities where the photoplays of DAVID W. GRIFFITH had been heretofore exhibited for periods of a week or more and for as long a period in such theatres as the patronage of said theatre will reasonably warrant,

consistent with the proper financial returns to said UNITED ARTISTS and to said FAMOUS PLAYERS-LASKY CORPORATION.

(g) It is hereby agreed that all contracts for the playing of the motion picture herein mentioned shall be submitted to the FAMOUS PLAYERS-LASKY CORPORATION, or its authorized representative, for its approval, and that no consent shall be entered into prior to such approval; it being understood and agreed that in the event that any such contract is submitted to FAMOUS PLAYERS-LASKY CORPORATION in writing, and that no action is taken thereon by FAMOUS PLAYERS-LASKY CORPORATION within three (3) days of the receipt thereof, such contract shall be deemed approved by it. No proposed contract disapproved by FAMOUS PLAYERS-LASKY CORPORATION, or its agents, shall be entered into by the UNITED ARTISTS in any event.

(h) No agreement or franchise for territorial rights, for the use of said photoplay shall be made or entered into by said UNITED ARTISTS without the written consent of FAMOUS PLAYERS LASKY CORPORATION, or its agent, first had and obtained.

FOURTH: (a) All moneys derived from the license to use the aforesaid photoplay for exhibition purposes shall be divided and belong to the parties hereto in the United States as follows: Seventy-five per cent. (75%) to said FAMOUS PLAYERS-LASKY CORPORATION, and twenty-five per cent. (25%) to said UNITED ARTISTS; in the Dominion of Canada, New Foundland and Alaska, seventy per cent. (70%) to said FAMOUS PLAYERS-LASKY CORPORATION, and thirty per cent. (30%) to said UNITED ARTISTS.

The aforesaid consideration shall include all receipts of every kind and character derived from the use of said photoplays by said UNITED ARTISTS, or by the FAMOUS PLAYERS-LASKY CORPORATION through said UNITED ARTISTS, except from the sale of lithographs, the aforesaid consideration, belonging to said FAMOUS PLAYERS-LASKY CORPORATION, shall be paid or caused to be paid by the UNITED ARTISTS within three (3) weeks from the end of each week for which the consideration has been derived from the use of such photoplay, except as to the consideration derived from the use of such photoplay outside of the United States of America, which shall be paid monthly; all payments shall be accompanied with true and accurate statements showing the details of each rental including the name of the theatre, the dates when exhibited, and the rental or consideration paid for the use of the same.

(b) The license to distribute said motion picture photoplay granted to the UNITED ARTISTS and its subsidiary corporations, whall extend to all parts of the world and shall be subject to the foreign charges for distribution and the terms, conditions and provisions prevailing in the existing distribution agreements between Miss Pickford and the United Artists, Fairbanks and the United Artists, and Chaplin and the United Artists, for the motion picture photoplay "THE WOMAN OF PARIS", to wit: said rated of charges for distribution being as follows, UNITED ARTISTS or its subsidiary retaining the following percentages of the gross receipts and promptly paying the balance to FAMOUS PLAYERS-LASKY CORPORATION:

England and Australia,	50% of the gross;
Continental Europe, South America, Japan, Cuba and Mexico,	40% of the gross;
Other territories not specifically mentioned, not exceeding	40% of the gross.

The above rates apply to those countries where the UNITED ARTISTS CORPORATION, or its subsidiary corporations, maintain exchanges and actually distribute motion pictures in those countries, and five per cent. (5%) only of the gross amount collected from licensees, shall apply in such countries where the UNITED ARTISTS do not directly distribute, all such contracts to be subject to the written approval of the FAMOUS PLAYERS-LASKY CORPORATION first had and obtained.

Should the actual cost of the distribution to the UNITED ARTISTS of the said photoplay herein mentioned, in the forty per cent. (40%) territories above referred to be actually less than forty per cent. (40%), then appropriate refunds shall be made to FAMOUS PLAYERS-LASKY CORPORATION in each instance so as to reduce the actual distribution cost to the UNITED ARTISTS; such refunds to be based on two (2) year periods, beginning January 1, 1925. The cost shall be determined in the same way as cost is determined for pictures distributed and owned by Miss Mary Pickford and Douglas Fairbanks.

FIFTH: FAMOUS PLAYERS-LASKY CORPORATION agrees that in the event of the UNITED ARTISTS violating any of the promises, covenants and obligations of the UNITED ARTISTS to be kept and performed pursuant to this agreement, that the UNITED

ARTISTS will have thirty (30) days in which to rectify such violation and comply with this contract after receiving notice to that effect by registered letter sent by FAMOUS PLAYERS-LASKY CORPORATION, or its representative to the principal office of UNITED ARTISTS located in New York City, and until after the expiration of said thirty (30) days, the UNITED ARTISTS shall not be deemed to be in default.

SIXTH: (a) UNITED ARTISTS do hereby acquire from FAMOUS PLAYERS-LASKY CORPORATION the exclusive right, license and privilege to market, turn to account, distribute or cause to be exhibited or distributed for exhibition purposes, the aforesaid photoplay personally directed by DAVID W. GRIFFITH, always subject, however, to all of the terms, conditions and provisions on the part of the UNITED ARTISTS to be kept and performed, as in this contract set forth, for and during the period of five (5) full years from the release date thereof.

(b) The UNITED ARTISTS agree that the RELEASE date of said motion picture photoplay in the United States of America and the Dominion of Canada shall be such date as shall be designated by the FAMOUS PLAYERS-LASKY CORPORATION. In no event, however, shall said release date be before the 1st day RAK
of September , 1925, or after the ;st day of November , RAK
19 25. Such photoplay shall be offered for exhibition purposes RAK
in the United States of America, and the Dominion of Canada, from that date during the entire period of the license of such photoplay, or so long as there is a reasonable demand for the same, and in other territory covered by this agreement as the same can be reasonably marketed, and as long as the demand for the use of said

photoplay in such territory warrants within the license period.

(c) The parties hereto agree that any waiver by said FAMOUS PLAYERS-LASKY CORPORATION or the UNITED ARTISTS of any breach of any kind or character whatsoever by the other, whether such waiver be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this contract on the part of the other; and particularly as regards the making and delivery of the statements and payments, and of the keeping of the accounts, and of the delivery of the photoplays herein provided.

(d) The UNITED ARTISTS agree to keep true and accurate books of account in which shall be entered all details of every kind and character pertaining to the business of this enterprise, and all contracts pertaining to the marketing and exhibiting of said photoplays from the various theatres in which they are exhibited, which shall be open to the inspection of said FAMOUS PLAYERS-LASKY CORPORATION or its representative or accountant at all reasonable times.

SEVENTH: It is hereby agreed that this contract is personal in so far as both parties are concerned and that no assignment thereof shall be made by either party without the consent of the other first had in writing; it being understood, however, that the UNITED ARTISTS shall not be considered to have assigned this contract if it permits the distribution of such motion picture by subsidiary companies or licensees in other territories other than the United States of America or other placed where it has not its own exchanges.

EIGHTH: The UNITED ARTISTS agree to properly care for the negatives in fireproof vaults, and still plates of the aforesaid photoplay, except at such times as it is necessary to have them removed for the purpose of making prints of the same, and to return such negatives and all positive copies and still plates, then in existence, upon the expiration of the period of the license of such photoplay, or the sooner termination of this contract, to said FAMOUS PLAYERS-LASKY CORPORATION, the negatives to be in the same condition, as when delivered, subject to reasonable wear and tear occasioned by usage. Should said UNITED ARTISTS be unable to return any of the negatives or positive copies or still plates because of loss through their own destruction, or because of any act beyond the control of said UNITED ARTISTS or its employees, it shall provide in lieu thereof, reasonable satisfactory proof of such loss or destruction to said FAMOUS PLAYERS-LASKY CORPORATION.

NINTH: (a) Said FAMOUS PLAYERS-LASKY CORPORATION agrees to indemnify and hold harmless the UNITED ARTISTS on account of and against any claims, demands or suits which may be made or brought by third parties, questioning the right, license and privilege of said UNITED ARTISTS, the exchanges, members and licensees to use such photoplay in the full exercise of the rights hereto granted or purported to be granted to the UNITED ARTISTS by said FAMOUS PLAYERS-LASKY CORPORATION, and said FAMOUS PLAYERS-LASKY CORPORATION agrees to join in and conduct the defense of any such claim or litigation.

(b) THE UNITED ARTISTS agree to promptly begin and prosecute all actions necessary to enjoin and prosecute any

unlawful use of said photoplay or the infringement of the copyright thereof within the territory covered by this agreement.

TENTH: Said FAMOUS PLAYERS-LASKY CORPORATION does hereby constitute and empower the UNITED ARTISTS as attorney in fact, to procure, and the UNITED ARTISTS do agree to procure, copyrights in said countries of North America where copyrights are procurable of said photoplay, in the name of FAMOUS PLAYERS-LASKY CORPORATION, at the expense of the UNITED ARTISTS.

ELEVENTH: Should any legally constituted Board of Censors in the United States of America or Canada, having power and authority to prevent the circulation or distribution of photoplays, condemn or prohibit the exhibition of such photoplay, or require the excision of any substantial portion of such photoplay, the FAMOUS PLAYERS-LASKY CORPORATION agrees to replace or rearrange that portion of said photoplay so condemned, with reasonable promptness if same be practicable and desirable, the opinion of said FAMOUS PLAYERS-LASKY CORPORATION to be final in said matter.

TWELFTH: The parties hereto agree that this agreement shall be construed as in no sense a copartnership between the parties hereto, and that either shall have no authority to bind the other as his representative in any way, shape or form, except as specifically provided in this agreement for the purpose of marketing, exploiting and turning to account the aforesaid photoplay in the particular territory covered by this agreement.

THIRTEENTH: If UNITED ARTISTS shall assign or attempt to assign this agreement, in whole or in part, without

the written consent of FAMOUS PLAYERS-LASKY CORPORATION, or if UNITED ARTISTS shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt, or make a general assignment for the benefit of creditors, or if a receiver shall be appointed for the UNITED ARTISTS and shall continue in office after sixty (60) days after the date of the appointment, or if the UNITED ARTISTS fail to comply with any of the terms and conditions of this agreement on the UNITED ARTISTS' part to be kept and performed, and such failure shall continue for thirty (30) days after written notice by the FAMOUS PLAYERS-LASKY CORPORATION specifying the breach claimed, and demanding that it be cured or removed, then in any of said events the FAMOUS PLAYERS-LASKY CORPORATION may, at its option, terminate this contract and all rights of UNITED ARTISTS thereunder, by serving written notice upon UNITED ARTISTS, by registered mail, specifying the date when such cancelation shall become effective, which date shall not be less than seven (7) days from the date of such notice.

If FAMOUS PLAYERS-LASKY CORPORATION elects to cancel this agreement, then UNITED ARTISTS shall promptly thereafter return to FAMOUS PLAYERS-LASKY CORPORATION all negatives and positive prints of said production in possession or within the control of UNITED ARTISTS, and shall turn over and assign to FAMOUS PLAYERS-LASKY CORPORATION all contracts then existing for the exhibition and distribution of said photoplay, and all lithographs and photographs and other advertising matter then in the possession of UNITED ARTISTS relating to the said production, together with an assignment of the right of UNITED ARTISTS to obtain further advertising matter under any contracts which UNITED ARTISTS may have therefor, and thereupon all rights of

UNITED ARTISTS under this agreement, and all interest in any moneys thereafter accruing from the distribution of said photo-play shall cease and shall become vested in FAMOUS PLAYERS-LASKY CORPORATION. It being further understood that in the event of such default and such cancelation by FAMOUS PLAYERS-LASKY CORPORATION, the contract between UNITED ARTISTS CORPORATION and D. W. GRIFFITH and D. W. GRIFFITH, INC., dated the 10th day of January, 1925, shall be considered as having been fully complied with in so far as the delivery of a motion picture thereunder to UNITED ARTISTS is concerned.

FOURTEENTH: This contract is binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns, except as hereinbefore provided.

This contract cannot be amended except with the written consent of Charles Chaplin, Douglas Fairbanks and Miss Mary Pickford.

This contract shall be construed and enforced pursuant to the laws of the State of New York.

IN WITNESS WHEREOF, the parties to this agreement have executed the same the day and year first above written.

FAMOUS PLAYERS-LASKY CORPORATION (SEAL)

By ELEK JOHN LUDVIGH
Treasurer

UNITED ARTISTS CORPORATION (SEAL)

By HIRAM ABRAMS
Pres.

We, the undersigned, hereby consent and approve of the Famous Players-Lasky Corporation and the United Artists Corporation entering into the foregoing agreement, and in so far as we are concerned agree to be bound thereby.

D. W. GRIFFITH, INC.,

By D. W. Griffith

D. W. Griffith

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 19th day of June, 1925, before me personally came ELEK JOHN LUDVIGH, to me known, who being by me duly sworn, did depose and say, that he resides in New York City, N. Y., that he is the Treasurer of the FAMOUS PLAYERS LASKY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said Corporation, and that he signed his name thereto by like order.

H. A. MADEL (SEAL)
Notary Public, Bronx County No. 1

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 19th day of June, 1925, before me personally came HIRAM ABRAMS, to me known, who being by me duly sworn, did depose and say, that he resides in New York City, N. Y.; that he is the President of the UNITED ARTISTS CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation and that he signed his name thereto by like order.

Elizabeth I. Reilly (SEAL)
Notary Public N. Y. Co. #331

EXHIBIT "A"

MEMORANDUM OF AGREEMENT, made in triplicate, (each executed copy to be regarded as an original for all purposes) and entered into this 10th day of January, A.D. 1926, by and between DAVID W. GRIFFITH of the Village of Mamaroneck, County of Westchester and State of New York, hereinafter designated as ARTIST, party of the first part, D. W. GRIFFITH, INC., a corporation organized pursuant to the Laws of the State of Maryland, hereinafter designated as GRIFFITH CORPORATION, party of the second part, and UNITED ARTISTS CORPORATION, a corporation organized pursuant to the Laws of the State of Delaware, hereinafter designated as UNITED ARTISTS, party of the third part.

- W I T N E S S E T H: -

WHEREAS, the ARTIST and UNITED ARTISTS did make, execute and deliver a certain contract dated the 5th day of February, 1919, pursuant to which the ARTIST agreed to produce no less than nine (9) motion picture photoplays, as described in said contract, and to deliver negatives and positive copies of the same to UNITED ARTISTS to be distributed by UNITED ARTISTS and its affiliated and allied corporations in various portions of the world described in such contract, pursuant to the terms, conditions and provisions of such contract and subsequent modifications and memoranda executed by the parties hereto; and

WHEREAS, the ARTIST, pursuant to the provisions of said contract, transferred, set over and assigned the aforesaid

contract with UNITED ARTISTS to the GRIFFITH CORPORATION, and served notice of such assignment upon UNITED ARTISTS; and

WHEREAS, the ARTIST, MARY PICKFORD, DOUGLAS FAIRBANKS, CHARLES CHAPLIN and UNITED ARTISTS did execute the following memorandum:

> "The annual meeting of the stockholders and owners of United Artists Corporation was held at the offices of United Artists Corporation, 729 Seventh Avenue, New York City, on Friday, March 23, 1924, at which were present Mary Pickford, Charles Chaplin, Douglas Fairbanks and D. W. Griffith, the owners and their representatives, and it was unanimously decided to not only carry out their existing contracts, but to renew and extend their contracts for a period of three years, except Charles Chaplin who has 6 pictures still to deliver to the Corporation.
>
> "It was the unanimous sentiment expressed by the owners and stockholders of United Artists Corporation that they were perfectly satisfied with the executive and personnel of their organization, which resulted in the re-election of all of the officers of the corporation.
>
> Mary Pickford
> Douglas Fairbanks
> D. W. Griffith
> Charles Chaplin
> United Artists Corporation
> By Hiram Abrams, Pres.";

and

WHEREAS, the UNITED ARTISTS has claimed that said ARTIST should produce motion pictures to be distributed by UNITED ARTISTS, pursuant to said memorandum, for the extended period provided in said memorandum, and said ARTIST has claimed that such memorandum was executed by him solely for publicity purposes and has no binding effect or force upon him; and

WHEREAS, it is the desire of the parties hereto to compromise and settle their respective contentions regarding the effect of the aforesaid memorandum; and

WHEREAS, the GRIFFITH CORPORATION claims the exclusive services of the ARTIST for a term of years, and is financially and otherwise interested in the motion picture photoplays produced by the ARTIST and distributed by UNITED ARTISTS, and will be interested financially and otherwise in the motion picture photoplays to be produced by the ARTIST in the future, and is desirous of the aforesaid respective contentions, claims and disputes as herein set forth between the parties hereto being compromised and settled;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained, and for the further consideration of the sum of One Dollar, each to the other in hand paid, the receipt whereof is hereby acknowledged it is mutually agreed between the parties hereto as follows:

FIRST:

THE ARTIST, the GRIFFITH CORPORATION and UNITED ARTISTS agree and by these presents have agreed that the contracts now existing between them be modified as follows:

(a) That in lieu of the additional motion picture photoplays which the UNITED ARTISTS claims the ARTIST and THE GRIFFITH CORPORATION are obligated to deliver to it for distribution, the UNITED ARTISTS agrees to accept one motion picture photoplay to be produced forthwith by the ARTIST under his personal direction, and delivered, when completed, to the UNITED ARTISTS for the purposes of distribution, subject to the terms, conditions and provisions of the aforesaid existing agreements, except as herein modified; and the ARTIST and the GRIFFITH CORPORATION agree to produce such motion picture photoplay forthwith, (the same to be of the type of photoplay described in the

aforesaid basic contract between said ARTIST and UNITED ARTISTS, dated the 5th day of February, 1919) and deliver it to the UNITED ARTISTS not later than nine (9) months from the date hereof;

(b) That the terms of distribution of such photoplay and the motion picture photoplays heretofore delivered by the ARTIST and the GRIFFITH CORPORATION to UNITED ARTISTS for the purpose of distribution, shall be similar to those which prevail relative to the distribution of the motion picture photoplays of Mary Pickford Fairbanks (known as Mary Pickford), Douglas Fairbanks, Charles Chaplin and Norma Talmadge, as set forth in a Memorandum of Agreement dated November 22nd 1924, a correct extract from such agreement being as follows:

ARTICLE IV

"Section 1. The license to distribute the motion picture photoplays of the parties hereto, granted to the corporation and its subsidiary corporations, shall extend to all parts of the world and shall be subject to the foreign charges for distribution and the terms, conditions and provisions prevailing in the existing distribution agreements between Miss Pickford and the corporation, Fairbanks and the corporation, and Chaplin and the corporation for the motion picture photoplay "The Woman of Paris", to-wit said rates of charges for distribution being as follows:

England, Australia and Canada	30% of the gross
Continental Europe, South America, Japan, Cuba and Mexico,	40% of the gross
Other territories not specifically mentioned, not exceeding	40% of the gross

"The above rates apply to those countries where the United Artists Corporation, or its subsidiary corporations, maintain exchanges and actually distribute motion pictures in those countries, and five per cent. (5%) of the gross amount collected from licensee shall apply in such countries where the corporation does not directly distribute, all such contracts to be subject to the written approval of the owner of the motion picture first

had and obtained. Should the actual cost of distribution to the corporation of the said photoplays herein referred to in the 40% territories above referred to be actually less than 40%, then appropriate refunds shall be made to the individual producers in each instance so as to reduce the actual distribution cost to them to the actual distribution cost to the corporation, such refunds to be based on two (2) year periods beginning January 1, 1925.

"The reference to the corporation, as used in this Article, shall include not only the United Artists Corporation but also each and all of its subsidiary corporations now operating and doing business, or which may be created from time to time by the United Artists Corporation for the purpose of transacting business for it in various parts of the world, provided, however, that no charges for distribution shall be increased above the rates hereinbefore specified, by reason of the creation of any such corporations.

"Section 8. All parties hereto agree that the charge for distribution in the United States of America, with reference to any photoplays heretofore or hereafter delivered by the parties hereto to the corporation, shall be twenty-five per cent. (25%) on all contracts made by the corporation after January 1st, 1925, instead of the percentages heretofore prevailing; that should any owner of any photoplay decide to roadshow any photoplay subsequent to January 1st, 1925, he shall pay to the corporation a percentage of the net profits derived from such roadshowing of such photoplay, within thirty (30) days from the closing of the roadshows of such photoplay, the amount of such percentage to be determined by the chairman of the board of directors of the corporation and the owner of such photoplay, and in the event of their inability to agree, such amount shall be determined, by a neutral third person to be selected by them. In the event of their failure to agree upon such selection, then such third person shall be selected by the Board of Directors of the corporation, but in no event shall such percentage to be paid to the corporation exceed ten per cent. unless the owner of such photoplay expressly consents thereto."

No common stock shall be delivered to the ARTIST or the GRIFFITH CORPORATION by UNITED ARTISTS upon delivery of the aforesaid photoplay.

SECOND:

That the common stock of the UNITED ARTISTS received by the ARTIST or the GRIFFITH CORPORATION, or both, pursuant to the aforesaid basic contract dated the 5th day of February, 1919,

shall be endorsed in blank by its owners and delivered to Dennis F. O'Brien, 152 West 42nd St., N. Y. City, in escrow to be held by him as escrow agent for the parties hereto, with full power of voting upon the same, such vote to be similar to that given by the owners of stock representing a majority of the common stock of the said UNITED ARTISTS, meaning and intending that the ARTIST and the GRIFFITH CORPORATION will join with those representing a majority of interest in the ownership of the common stock of said UNITED ARTISTS in resolutions and acts of such majority relative to the welfare of the UNITED ARTISTS. Such escrow agency is to continue for and during the period that the ARTIST renders services in the production of certain motion picture photoplays that he is to direct for the Famous Players-Lasky Corporation, not exceeding three (3), pursuant to contract dated the 10th day of June, 1924, between said ARTIST, the GRIFFITH CORPORATION and the Famous Players-Lasky Corporation.

THIRD:

In the event of the ARTIST agreeing to direct motion pictures that are to be distributed by the UNITED ARTISTS upon the same terms, conditions and provisions as prevail between UNITED ARTISTS and Douglas Fairbanks, Mary Pickford Fairbanks, Charles Chaplin and Joseph M. Schenck for the Norma Talmadge Productions, except as to the number of motion pictures, and enter into a contract forthwith upon the completion, or prior thereto, of his services incident to the production of the motion picture photoplays for Famous Players-Lasky Corporation, thereupon, or upon the refusal of the UNITED ARTISTS to enter into and deliver such contract with the said ARTIST, the escrow agent shall return said stock to the ARTIST and the GRIFFITH CORPORATION

or either of them (whoever of the two happens to be the owner of the stock), or in the event of the ARTIST failing to enter into such contract as above specified with UNITED ARTISTS, then the escrow agent shall deliver the stock to the UNITED ARTISTS.

FOURTH:

The parties hereto further agree that all agreements existing between the ARTIST and the UNITED ARTISTS, the GRIFFITH CORPORATION with UNITED ARTISTS, and the ARTISTS and the GRIFFITH CORPORATION with UNITED ARTISTS shall remain in full force and effect, save and except as modified herein, and in the event of any conflict between the provisions of this Memorandum of Agreement and the other agreements, the provisions of this Memorandum shall prevail.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and affixed his seal, and the parties of the second and third parts have caused this instrument to be signed by their respective authorized officers and their corporate seals to be hereunto affixed, the day and year first above written.

D. W. GRIFFITH (L.S.)

D. W. GRIFFITH, INC.,
By D. W. Griffith

UNITED ARTISTS CORPORATION,
By Dennis F. O'Brien,
Vice, Pres.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

On this 12th day of January, 1925, before me personally appeared DAVID W. GRIFFITH, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

ROBERT C. RICHTER
NOTARY PUBLIC Nassau County
Certificate filed in New York Co.
New York County Clerk's No. 388
Commission expires March 30, 1925.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

On this 12th day of January, 1925, before me personally appeared DAVID W. GRIFFITH, to me known, who being by me duly sworn, did depose and says: that he resides in the City of New York and State of New York; that he is the President of D. W. GRIFFITH, INC., the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the board of directors, and that he signed his name thereto by like order.

ROBERT C. RICHTER
NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 388
Commission expires March 30, 1925.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

On this 10th day of January, 1950, before me personally appeared Dennis F. O'Brien, to me known, who, being by me duly sworn, deposes and says: that he resides in Yonkers, N. Y., State of New York; that he is the Vice-Pres. of UNITED ARTISTS CORPORATION, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the board of directors, and that he signed his name thereto by like order.

ELIZABETH A. REILLY
Notary Public

WE READ MORE PAPERS THAN ARE READ BY ANY OTHER BUREAU IN THE WORLD

ROBERT LUCE, PRESIDENT
F. R. LUCE, TREASURER
J. C. VAN ALSTYNE, MANAGER

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LAWS OF MASSACHUSETTS
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26-28 WARREN ST., NEW YORK CITY
8 BOSWORTH ST., BOSTON, MASS.

TELEPHONE
WALKER 8188

NEW YORK June 20,1925

D. W. Griffith, Inc.,
1107 Longacre Bldg.,
City.

Gentlemen:- Attention: Mr. Raymond A Klune.

Your letter of June 19th at hand, and we regret to learn that you desire to discontinue our service.

Would it not be more fair to us to first let us know that you are not satisfied with our week, and give us an opportunity to rectify any unsatisfactory service? We can only assume a customer is getting satisfactory servuce unless we hear from him to the contrary. It is absolutely impossible for us to keep personally in touch with several thousand orders.

Now that we know the service has been unsatisfactory we can take immediate steps to overcome the trouble, and, with your requirements and suggestions, can soon readjust the service to your requirements.

We are reading more papers than any other bureau in the country, and feel sure you can gain more by co-operation with us than by going to another bureau. Won't you tell us just how you think our service can be improved, and send us a revised list of your requirements, so we can check them up with the present instructions?

Thanking you for past favors, and awaiting your reply, we are--

Very truly yours,

LUCE'S PRESS CLIPPING BUREAU
J. C. Van Alstyne
Manager.

Ward & Glynne's

Patchogue Theatre 4 Days Sunday Matinee Com. June 21st

3 Shows Daily, Matinee 2:30; Night 7 and 9

CIRCUS DAY IN PATCHOGUE

THE BIG SHOW IS COMING

D.W. GRIFFITH'S

COMEDY of CIRCUS LIFE

BASED ON THE STAGE PLAY "POPPY"

SALLY of the SAWDUST

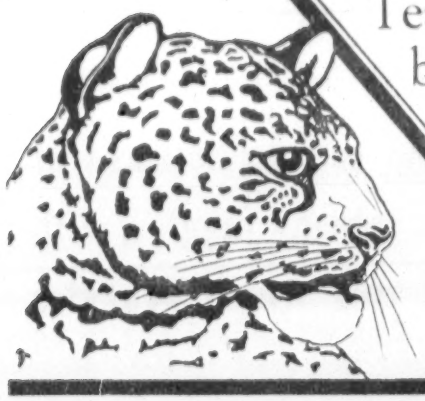
with

CAROL DEMPSTER ~ W.C. FIELDS

ALFRED LUNT ~ EFFIE SHANNON

and a Notable Cast

Laughter, Joyous Laughter, Laughter Mingled With Tears, Laughter Kissed by Love, Laughter Touched by Romance



Symphony Orchestra Louis Silvers, Director

D. W. GRIFFITH has selected the Patchogue Theatre, through his friendship for Michael Glynne, as the spot for the first public showing of his latest screen masterpiece, "Sally of the Sawdust," and this, hailed as the greatest of cinema comedies, will be shown at that house for four days, starting Sunday matinee, June 21st, with three shows daily, 2:30, 7:00 and 9:30.

"Sally of the Sawdust" reveals Griffith in a new light, as the greatest living master of pantomimic comedy. For many years the acknowledged master artist of screen art has devoted himself to life's tragedies and pathos rather than to its lighter moments.

Those who attend this, the first public showing in the world, the master's latest motion picture, will be both surprised and delighted, for "Sally of the Sawdust" is pure comedy from first to last.

W. C. Fields, whose unctuous humor made "Poppy" one of the big hits of recent years, and who is now causing the patrons of Mr. Ziegfeld's "Follies" to howl with laughter, divides honors with Carol Dempster. Fields, who, patrons of various houses will doubtless remember, began his career as a comedy juggler, with the accent on the comedy, has a delightful role which provides amble scope for his varied talents.

Miss Dempster rises to unsuspected heights in "Sally of the Sawdust," and her figure is so appealing, her sense of the ludicrous so fine, her acting so subtle that she needs must compel attention.

The rest of the cast is of the usual high Griffith standard.

In "Sally of the Sawdust," Griffith has departed both from his usual methods and his usual theme. He has proved himself not only the peer of screen artists, but the maestro of entertainment. For years he has been known as the director who could cause the tears to flow, the heart to throb.

"Sally of the Sawdust" will send him down to posterity as the producer who can conjure laughs without end.

And withal, according to one who has been privileged to view the picture at a private showing, in the getting of laughs he has lost not a whit of the Griffith artistry.

Troup of Elephants
Lions, Tigers,
Horses, Monkeys,
Funny Clowns
Acrobats
and all
that goes
to make up
the "Biggest
Show on
Earth."

More Fun Than You
Have Ever Had Under
a Circus Canvas

Vacation Days

Don't fail to give the children a treat ---
Send them to the daily matinee at 2:30
Night 7 and 9

PATCHOGUE ADVANCE, Patchogue, N. Y.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

United Artists Corporation
729 Seventh Avenue
New York

Office of the President

June 22nd, 1925.

Mr. D. W. Griffith,
c/o D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City.

Dear Mr. Griffith:-

I take much pleasure in enclosing you herewith copy of Balance Sheet, Statement of Contracts Taken and the Played and Earned to May 2nd, 1925 from our Far East branch.

It is very gratifying to me and I know it will be to you to learn that this branch has succeeded in making a profit, thus reducing the deficit there.

I wish to draw your particular attention to the statement of sales and the played and earned business to date.

Upon investigation I do not find that any other company in The Far East that is securing the rentals on pictures which we have enjoyed and which have far exceeded my expectations.

Kindest regards.

Yours very truly,

UNITED ARTISTS CORPORATION

Hiram Abrams

President

HA:AR

1476 Broadway,
New York, N. Y.,
June 22, 1926.

Equitable Life Assurance Soc.,
Box 580, General Post Office,
New York, N. Y.

Gentlemen:

I am returning herewith a letter addressed to Mr. David W. Griffith, 8 Maiden Lane, New York City. Evidently there is no Mr. David W. Griffith at 8 Maiden Lane and the post office forwarded this letter to us. However, as it is not intended for our Mr. Griffith, I am returning it.

Very truly yours,

Secretary to Mr. Griffith.

CC/S

XXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXX

1476 Broadway,
New York, N. Y.,
June 28, 1935.

Mr. Alex Goodsell,
Collector of Internal Revenue,
Los Angeles, Calif.

Dear Sir:

I wrote you under date of May 25th, and enclose herewith copy of my letter. As I have received no reply to same I presume the letter went astray and therefore ask if you will kindly favor me with the information requested therein.

Thanking you, I am

Yours very truly,

D. W. Griffith.

DWG/CC

New York City,
June 24, 1925.

Luce's Press Clipping Bureau,
56 Warren Street,
New York.

Gentlemen:

I have your letter of June 20th in which you request the reason for our discontinuance of your service.

We are not discontinuing this service owing to the fact that it has been unsatisfactory, contrary to which it has more than met our requirements at all times, but owing to the fact that Mr. Griffith is now connected with Famous Players Corporation, this service is taken care of by them and as you can readily realize, it is unnecessary to have a duplication of this service. Therefore, we have found it necessary to discontinue it from this office.

We regret that we are forced to estrange this very pleasant association.

Yours very truly,

D. W. GRIFFITH, INC.

By

RAK:IS

New York City,
June 22, 1925.

Miss E. Maitland,
127 West 56th Street,
New York.

Dear Miss Maitland:

Will you kindly call at the office at your earliest convenience for two checks of Miss Dempster's which we have released?

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

EASTMAN KODAK COMPANY
ROCHESTER, N.Y.

June 22, 1925

Miss G. Conway,
Assistant Treasurer,
D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Miss Conway:

In reply to your letter of June 16, the scrap film recently received from your Mamaroneck Studio in two shipments weighed 8,339 and 9,131 pounds respectively - aggregating 17,470 pounds, and payment at the rate of 4¢ per pound will be made to D. W. Griffith Inc. within a day or two.

As explained to you by the writer on a recent visit, the film in these shipments was burned and settlement is made on this basis.

Yours very truly,

EASTMAN KODAK COMPANY

Geo A Blair

Sales Manager
Motion Picture Film Dept.

GAB:PMC

TREASURY DEPARTMENT

Internal Revenue Service

Los Angeles, California June 22, 1925.

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Sir:

Receipt is acknowledged of your letter of the 20th ultimo, requesting a statement of your 1923 income tax balance.

Be advised that the tax liability as assessed against you for the period was $20,167.24, upon which you were credited as twenty five per-cent reduction of tax under the 1924 law $5,041.81, leaving a balance of $15,125.43.

You made payments on March 15th and June 16, 1924, $5,041.81 and $1,963.52, respectively, and filed a claim for credit of apparent over-assessment of 1921 tax to apply against the balance.

This claim was allowed for $8,476.79 under schedule 12353 and your account duly credited with $8,120.10, thereby closing same, the balance of the over-assessment being listed for refund.

There is nothing due from you on this account at this time.

Respectfully,

Rex B. Goodcell, COLLECTOR,

By E. M. Cohee (Signed)

CHIEF OFFICE DEPUTY

1476 Broadway
New York
June 28, 1926

Mr. H. Peter Burke,
1164 Leone State Bldg.,
New York.

Dear Sir:

I wish to acknowledge receipt of your letter of May 9th to Mr. Griffith and to advise that I have taken note of same for future reference.

With best wishes, we remain,

Yours very truly,

Secretary to Mr. Griffith

1474 Broadway,
New York, N. Y.,
June 13, 1926.

Mr. Edwin Hopkins,
1564 Broadway,
New York, N. Y.

Dear Sir:

In reply to your letter of June 13th, Mr. Griffith wishes me to advise you that the casting for his next three productions will be handled by the Famous Players Lasky Corporation. Inasmuch as you state that Mr. Walter Wanger of Famous Players also has Miss Shipman under consideration, no doubt Mr. Wanger will bring Miss Shipman to Mr. Griffith's attention should it develop that there is a part in any of Mr. Griffith's productions for her.

Mr. Griffith also wishes me to thank you for your kindness in offering tickets to see Miss Shipman's play.

Very truly yours,

Sec'y to Mr. Griffith.

CC/S

1476 Broadway,
New York, N. Y.
June 23, 1923.

Mr. Don McAllister,
c/o Galla-Rini & Sisters,
"Young's Million Dollar Pier Theatre"
Atlantic City, N. J.

Dear Mr. McAllister:

Replying to your letter of June 13th, I wish to advise that I spoke to Mr. Griffith regarding your visit, and he asked me to advise you that he regretted very much that he is unable, at this time, to give you any encouragement or promise that there will be anything for you with his company for quite some time. As you are no doubt aware of the fact that Mr. Griffith has contracted to make three productions for the Famous Players Lasky Corporation, there is no need for me to go into detail regarding same other than to say that the casting of these three pictures will be entirely in the hands of the Famous Players casting department, and it would be necessary for you to communicate with them direct in regard to work in the pictures. Regarding the technical or business side of the matter, the same holds good. Mr. Griffith will make the pictures at the Famous Players studios, they will supply his entire studio staff and help from their departments, and in order for you to obtain a position in any of these departments it would be necessary for you to apply direct to the Famous Players Lasky Corporation.

Regretting that, at this time, Mr. Griffith is unable to promise you anything of a definite nature, I am

Yours very truly,

Sec'y to Mr. Griffith.

June 23rd 1926.

Mr. Frank H. Wilson,
Pres., Motion Picture Capital Corporation,
642 Madison Avenue,
New York City.

Dear Mr. Wilson:

Supplementing my interview with you relative to the Griffith Company's application for an additional loan of $30,000. beg to advise that this is a necessity for the following reasons:

As you will recall the Griffith Company has given to your Company as part of the collateral which you now hold, an assignment of the contract of sale of the studio property made with Earl W. Hammons. The closing of this contract was adjourned from time to time and is now set for June 29th but another adjournment will be necessary.

At the time of the signing of the contract of sale, I believed that the Griffith Company could use the $10,000. which Mr. Hammons paid on account of the contract for the purpose of paying the real estate taxes against the property and that the only additional charge, other than mortgages then outstanding, viz. $117,500., would be the accumulated interest and the annual franchise taxes which we hoped to pay out of other income from the sale of the personal property at the studio. The prices we have received from the sale of the personal property have been a great disappointment and we have realized less than 50% of the amount anticipated.

The taxes, accrued interest and penalties on the studio property up to June 15th amount to the sum of $16,619.86, to which should be added for additional interest and penalties at least $400., making a total of $17,000. to take care of this item.

The annual franchise tax which the State Tax Commission has assessed against the Griffith Corporation for the two years amounts to $11,500. This item is certainly excessive and we are advised by Price-Waterhouse & Co. that the same can be materially reduced by certiori proceedings, but before we can review the action of the State Tax Commission we must pay the tax under protest. We believe, therefore, that this

would be the best policy in order not to delay the closing of title. Under the Corporation Tax Law all franchise taxes are a lien on the corporation's real estate, and it therefore cannot deliver clear title until such taxes are paid; hence, the necessity of immediate pay ent.

The interest, and charges other than principal, due Messrs. Smathers and Orb to June 15th amount to $9,502.00. This interest item, with the two tax items above-mentioned, makes a total lien against the property before title can be passed in the sum of $37,502.00; in round numbers $38,000. We therefore request this amount in order to take care of the situation.

Mr. Hammons has elected to pay off by a cash payment on closing of $120,000., at the time of closing, taking care of the two mortgages of $117,500. The Griffith Corporation will therefore take back a purchase-money mortgage in the sum of $355,000, which will bear interest at the rate of 5% and which mortgage will have clauses for the release of acreage at the rate of $15,000. and $25,000. per acre; acreage north of the water tank being released at the rate of $15,000, and acreage south of the water tank at the rate of $25,000. payable on account of the mortgage, and any such payment made on account of the mortgage will be credited by you on account of the additional loan of $38,000. This mortgage will therefore be substantially reduced before the three-year term for which it will have to run from the time of closing since Hammons has planned to sell acreage during the course of development of the property. This mortgage of course will be held by you as collateral security.

I also wish to state that at the time of the annual meeting of stockholders of the Corporation the Class "A" stock holders ratified by a majority vote the action of the board in signing the contract for the sale of the real property ~~xx~~ to Hammons, and further duly ratified, confirmed and approved the minutes of the directors' meeting held on the 16th day of March, 1925, wherein the resolution was passed authorizing the Griffith Company to negotiate the loan from the Motion Picture Capital Corporation in the sum of $175,000., a certified copy of which resolution passed at such directors' meeting you have in your files.

It is important that action on this matter be taken at once and I would therefore urge an immediate consideration of this application and wish again to point out the necessity of the Corporation making this loan in order to convey title in accordance with the terms of the Hammons contract as aforesaid.

Very truly yours,

B:GDM

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART LIBRARY

June 25, 1925

Mr. Arthur Kelly
Treasurer - United Artists Corporation
729 Seventh Avenue
New York City

Dear Mr. Kelly:

Referring to our telephone conversation today I wish to advise that the All Star Feature Film Company controls the rights to the motion picture INTOLERANCE for the states of California, Nevada, and Arizona. These rights expire March 13, 1927.

After the picture INTOLERANCE was cut in two parts, viz., THE MOTHER AND THE LAW and THE FALL OF BABYLON, the All Star Feature Film Company was granted the right to these two separate pictures which then took the place of the rights granted to it for the one picture called INTOLERANCE. The rights for the two pictures, THE MOTHER AND THE LAW, and THE FALL OF BABYLON, expired March 13, 1927, and the states in which the rights were granted are California, Nevada, and Arizona.

As to the picture WAY DOWN EAST the All Star Feature Film Company, as you know, never had nor has it at the present time any rights to the same.

Very truly yours,

RR:EC

COPY

UNITED ARTISTS CORPORATION OF
FAR EAST

Crescent Bldg. 78 Kyomachi,
Kobe, Japan, June 23, 1925.

United Artists Corp.
New York.

Gentlemen: Attention Mr. Montford S. Steele.

re PIRATED FILM OF MOTHER AND THE LAW. Enclosed we beg to hand you copy of letter from Messrs. Krisel & Krisel, Shanghai, dated May 29th, which letter, on account of the troubles prevailing in China at present, only was received here in the evening of June 16th.

This letter will, no doubt, prove very interesting to you, as it may enable you to get arrested the person who apparently carries on a wholesale business in pirated prints.

We cabled you immediately upon receipt of this letter the principal part of same, and we are pleased to inform you that Messrs. Krisel & Krisel have already seized one print of MOTHER AND THE LAW in Shanghai and have now got this print in their office; furthermore, we informed you that we had seized one print of WAY DOWN EAST in Japan, regarding which we are writing you separately.

We asked Messrs. Krisel & Krisel by cable to find out and cable us the name of the remainder 8 films, and we enclose copy of their cable giving us their reply.

As you will notice, none of the other films amongst the remainder 8 belong to us.

We have sent copies of the above mentioned letter and cable from Messrs. Krisel & Krisel to the other American film companies in Japan.

The price asked for the print of MOTHER AND THE LAW is Mex. $100 or Gold $55, and this makes evident that the question must be about stolen print.

You will, no doubt, remember the great difficulty we are experiencing in getting a print of MOTHER AND THE LAW shipped to China; we ordered this print last Autumn but up to the present it has not arrived in Shanghai and it seems to be easier for the pirates to obtain prints from the Griffith laboratory than it is for us, the authorized representatives of D. W. Griffith, Inc.

You will, no doubt, notice that the various pirated films recently discovered, say FALL OF BABYLON and WAY DOWN EAST in Japan, MOTHER AND THE LAW in China and ORPHANS OF THE STORM in Costa Rica are all Griffith pictures, and this could point to somebody in the Griffith laboratory having certain connection with this exporter of pirated prints.

We hope that the information given you will also assist you in your investigations regarding the pirated print of ORPHANS OF THE STORM found in Costa Rica.

Yours very truly,

UNITED ARTISTS CORPORATION
John Albeck

JA/RAM.

June 23rd 1925.

Mr. J.C.Rosenthal,
Gen.Mgr. American Soc. of Composers, Authors & Publishers,
56 West 45th Street,
New York City.

Dear Mr. Rosenthal:

Your favor of the 27th ult. addressed to the Griffith Company regarding musical numbers used in conjunction with "Way Down East", has beenreferred to us and we beg to advise that we believe this item should not be reduced to $100. a year since the contracts taken on "Way Down East" are practically nil. Should the picture be re-issued, then of course we would expect to again increase the payments to $250. a year.

Will you kindly confirm this understanding.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

JOHN GUEST, PRESIDENT
VINTON HOWARD, VICE PRESIDENT

NATHAN BURKAN,
GENERAL COUNSEL

GUSTAV R. HARRIS, SECRETARY
RAYMOND HUBBELL, TREASURER

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS
FIFTY-SIX WEST FORTY-FIFTH STREET
NEW YORK CITY

J. C. ROSENTHAL,
GENERAL MANAGER

June 24th, 1935.

Mr. Albert H. T. Manshaf,
Bush Terminal Building,
130 West 42nd Street,
New York City.

Dear Mr. Manshaf:-

I have your letter of the 23rd referring to our license in connection with "Way Down East" and note that its presentation has been materially reduced.

Under the circumstances, we are willing to accept your suggestion that the license fee be reduced to $100.00 per year with the understanding that if the picture is re-issued the fee will be increased to $250.00.

Assuring you of my appreciation of your courtesy in connection with this matter, I am

Yours very truly,

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS,

By J. C. Rosenthal

J. C. Rosenthal,
General Manager.

JCR GW

FAMOUS PLAYERS-LASKY CORPORATION
Paramount Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8200
CABLE ADDRESS "FAMOUS"

188

OFFICE OF RALPH A. KOHN
ASSISTANT SECRETARY-TREASURER

June 24, 1925.

Albert H. T. Banshaf, Esq.,
130 West 42d Street,
New York City.

My dear Mr. Banshaf:

I am enclosing herewith an original of the contract between Famous Players and United Artists for the distribution of the Griffith picture, "SALLY OF THE SAWDUST". Will you please have Mr. Griffith sign it on page 18?

I am also enclosing herewith a conformed copy of this contract for your files.

I will appreciate your having this signed promptly by Mr. Griffith as I want to go away for a week and want to have this behind me before I go.

Sincerely yours,

Ralph A. Kohn

RAK:AR
Enc.

124

June 24th, 1925

Mr. Earl W. Hammons
370 Seventh Avenue
New York City

Dear Mr. Hammons:

Pursuant to our conversation over the 'phone, we hereby consent to the adjournment of the closing of the Griffith-Hammons contract from the date of June 29th to that of July 15th, same time and place.

I assume that you will notify the Title Company and Mr. Mc Avoy of this adjournment, and please confirm your understanding of the adjournment accordingly.

Very truly yours,

D. W. GRIFFITH, INC.

BY_____
Secretary

AB:EC

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF
J. ROBERT RUBIN
ACTING TREASURER

149

June 24, 1925.

Dear Mr. Banshaf:-

We have received the following advice which may be of interest to you.

"This spring the Board of Tax Appeal in Washington rendered several decisions construing the law with reference to what constituted affiliated corporations in the making of consolidated returns. It is believed that the Commissioner of Internal Revenue will almost any day issue a new ruling acquiesing in these decisions. Companies which make consolidated returns, or did make them, and found their returns rejected because they were considered not to be affiliated corporations, will be interested in getting quick action under the new ruling.

The Board of Tax Appeals decided that action to control and not legal control should determine what constituted affiliated corporations."

With kindest regards always, I am

Sincerely yours,

James Platt
Acting Treasurer.

Mr. A.H.T. Banzhaf, Secretary,
D.W. Griffith, Inc.
130 West 42nd St. N.Y.C.

New York City,
June 25, 1925.

Motion Picture Prod. & Distrs. of Am.,
469 Fifth Avenue,
New York.

Gentlemen:

We are enclosing herewith, our note in the amount of $2250.

This is in renewal of our note in like amount which matures on July 3rd.

If you will discount this note at your bank and send us an invoice for the charges thus incurred, we will send you our check immediately.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.

June 26th 1926.

Tec Art Studios, Inc.,
344 West 44th Street,
New York City.

Attention Mr. Mannon.

Dear Mr. Mannon:

Now that you are practically completing the removal of the personal property from the Griffith Studio will you kindly return the chandelier which you promised our Mr. Epping that you would return and which chandelier was removed from the office used by Mr. Griffith in the old mansion. This, you will recall was one of the crystal lighting fixtures belonging to the old home and which, together with all other lighting fixtures in the home and about the premises are to remain intact. Your purchase included only such lighting equipment which pertained to the art of making motion pictures and in this connection please give your men instructions not to remove the drop lights which are in the large studio building or in any of the other buildings and which are used for lighting purposes other than for motion picture purposes, and no cable should be removed which supplies artificial light to any of the buildings.

Will you therefore kindly instruct your men at once accordingly so that there may be no misunderstanding between us.

Very truly yours,

AHTB/GDM

TEC-ART STUDIOS INC.
944 WEST 54TH ST. (MAIN OFFICE),
318 WEST 48TH STREET
NEW YORK CITY

June 26th, 1925.

Mr. Albert Banshaf
130 West 42nd Street
New York City.

My dear Mr. Banshaf:

In accordance with your letter of June 26th we will instruct our men not to touch the stationary building fixtures in the studio and the mansion.

I will communicate with Mr. Epping regarding arranging for us to purchase the crystal chandelier and if same cannot be arranged I will return it.

Your letter reminds me of the porch furniture and a few other items which you requested I deliver to your summer home a short while ago. You will have to forgive me for letting the matter slip my mind. If you will send me an exact list of the articles I will deliver them without further delay.

Very truly yours,

TEC-ART STUDIOS, INC.

Alfred T. Mannon

TREASURER

Alfred T. Mannon.

ATM:CW

New York City,
June 26, 1928.

Mr. W. R. Walker,
Motion Picture Capital Corp.,
342 Madison Avenue,
New York City.

Dear Mr. Walker:

We have this day deposited in the Hamilton National checks aggregating $10,000 which we have received from the United Artists Corporation as income on our pictures.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

1474 Broadway,
New York, N. Y.
June 27, 1930.

D. Charles Levinson, Esq.,
Levinson's Department Store,
Petoskey, Mich.

Dear Sir:

Under separate cover I am sending you an autographed photograph of Mr. Griffith as per your request of June 2nd.

Due to the fact that you addressed your letter to Mr. Griffith at Hollywood California from where it was forwarded to us here, we have been unable to send the photograph before this.

On behalf of Mr. Griffith, we extend our very best wishes for the success of your new theatre.

Very truly yours,

D. W. Griffith, Inc.

Sec'y to Mr. Griffith.

CC

June 29, 1945

State Tax Department
Albany
New York

Gentlemen:

Enclosed is 1945 franchise tax report for the David W. Griffith Corporation.

Very truly yours,

MG

EVERY CORPORATION INCORPORATED PRIOR TO NOV. 1, 1925, MUST REPORT

FRANCHISE TAX ON BUSINESS CORPORATIONS

Every corporation incorporated prior to July 1, 1925, must make this report

To STATE TAX DEPARTMENT, ALBANY, N. Y.

This report is DUE JULY 1, 1925. Corporations filing reports with the United States Treasury Department after June 1, 1925, for a fiscal year ending before July 1, 1925, must file this report within thirty days after such filing and give date of filing federal report.
The report must cover the conditions and the entire net income for the corporation's last fiscal year ending on or before June 30, 1925.
NEW CORPORATIONS see special instructions at bottom of page three (3).

Name of corporation: DAVID W. GRIFFITH CORPORATION
(Exact corporate title)

Mail address: 130 West 42nd Street, New York City
(Full details for delivery of blanks and notices of assessment must appear above)

I make the following report of such company for the year ending DECEMBER 31, 1924, or the fiscal year ending ..... pursuant to Article 9-A of the Tax Law.
(Date inserted above must be the same as given in the answer to (8) below)

(1) Organized Dec. 31, 19 13, under the Laws of N.Y.

(2) Began business in New York Dec. 31, 19 13

(3) If not incorporated under the laws of New York, has it been legally authorized to do business in New York State? .....

(4) Authorized capital stock, $ 10,000 (5) Amount of average indebtedness for year, $ ..... (Exclusive of capital stock)

Answers to item 6 below must be as of June 30, 1925	Par value per share	Total par value	Dividends paid
(6) Number of shares, Common, issued 100	$ 100	$ 10,000	$ None
Number of shares, Preferred, issued	$	$	$
Number of shares without par value, issued ....., amount paid in on same		$	$
Total issued		$ 10,000	

Any capital stock issued or subscribed after June 30, 1925 and prior to November 1, 1925 must be reported to the State Tax Department, Corporation Bureau, within 30 days.

(7) If your fiscal year has been changed since July 1, 1923, how? None

(8) ENTIRE NET INCOME FOR THE YEAR ENDING DECEMBER 31, 1924, or the FISCAL YEAR (PERIOD) COMMENCING ..... AND ENDING ....., as shown by its report to the UNITED STATES TREASURY DEPARTMENT $ None
(Note: The above answer must be based on the last report filed with the Federal Government for a period ending between July 1, 1924 and June 30, 1925, inclusive.)

(9) Dividends received from corporations not included in (8) ..... $ None

(10) State amount of interest received from Federal, state, municipal, or other obligations, not included in item (8) $ None

(11) *TOTAL GROSS INCOME* reported at item 11 on Federal Income Tax Return for the above period.. $ None

(11-a) DEDUCTIONS (as shown on federal report)

(a) Compensation of officers....	$	(f) Losses by fire, storm	$
(b) Rent on business property..	$	(g) Bad debts.....	$
(c) Repairs.....	$	(h) Depreciation.....	$
(d) Interest.....	$	(j) Depletion.....	$
(e) Taxes (Item 16 Fed. Rpt.)..	$		

(k) Other deductions not shown above must be shown in detail on sheet attached..... $

TOTAL DEDUCTIONS shown above..... $

Item 11 above less item 11-a above..... $

(12) If the entire net income as first returned was changed by the Federal Government, state the amount of such entire net income as finally determined for the year ending
(If no change made insert the word "None")

1916, $ 2699.45 - Loss		1920, $ None	
1917, $ none		1921, $ None	
1918, $ none		1922, $ None	
1919, $ none		1923, $ None	

INSERT MONTH AND DAY

(13) If a corporation is not organized under the laws of any state within the United States it should return its entire net income, wherever earned, $.....

(14) If the amount reported in (8) is inaccurate, state the amount claimed to be correct, $.....

(15) Nature of business and how transacted Holds title to two Motion Picture negatives from which no income has been received during taxable year

(16) Place, street and number where business is conducted 130 West 42nd St. N.Y.C.

(17) State the city or town, street number and state where the company maintained any permanent store, warehouse, factory or other place of continuous business outside the State of New York during the year NONE

(18) Any corporation EXCEPT ONE HAVING STOCK WITHOUT PAR VALUE, may omit the segregation of assets on page 2 *only* by signing the following consent:

I AM AUTHORIZED by the Board of Directors of this corporation to consent and I do hereby consent that said corporation be taxed upon its entire net income at 4½ per cent or upon its entire issued capital stock at one mill on the dollar, as provided by law.

Do not sign consent unless taxable by the State of New York on entire income or entire issued capital stock.

.....

.....

(19) Does this corporation own a majority of the stock of another or other corporations? ..... Give name of each and amount held
No

(20) Is a majority of the stock of this corporation owned by another corporation? No If so, by what other? .....

THIS REPORT MUST BE SWORN TO ON PAGE FOUR

ALL QUESTIONS ON THIS PAGE MUST BE ANSWERED

THE NOTES ON PAGE THREE SHOULD BE READ CAREFULLY

(OVER)

MUST BE ANSWERED

(31) Did this corporation file a consolidated report with the United States Treasury Department? NO

(31-a) If so, state amount of consolidated net income, $

(32) Were its income and assets included in the consolidated report of another corporation? NO

If so, name of corporation reporting the consolidated net income

and amount of net income as reported, $

(33) Give the names and net income or loss attributable to each corporation, including the reporting corporation, included in the consolidated report, and specify whether gain or loss

$ $

$ $

(34) Has this corporation since January 1, 1917, either directly or indirectly, acquired by merger, consolidation or purchase, the major part of the assets or the franchise of any other corporation or corporations? NO

Has it merged or consolidated any other corporation or corporations?

If so, give name of each corporation and date of acquisition, merger or consolidation

(35) Has the entire net income of any corporation which has been acquired by, or merged or consolidated with this company been changed by the Federal Government, and not heretofore reported to the State Tax Department? (Answer "Yes" or "No")

If changed, reduce such changes to affidavit form and file with this report.

SEGREGATION OF ASSETS

(Must not include those of any other corporation)

Read: The following segregations MUST be made by all corporations having stock without par value and all corporations which have not signed consent (18)

TOTAL SEGREGATED ASSETS WHEREVER LOCATED

(a) Average total monthly value for the fiscal or calendar year of bills and accounts receivable arising from personal property sold by the corporation from merchandise manufactured by it within and without this state	$			
(b) Average total monthly value for the fiscal or calendar year of bills and accounts receivable arising from the purchase, or sale of, or trading in, personal property, or from services performed by the corporation, its officers or agents, excluding those arising in any way from advances or loans	$		NONE	
‡Average monthly value of all its real property wherever located (actual value)	$			
‡Average monthly value of all its tangible personal property wherever located (actual value)	$			
§Average total *actual* value of shares of stocks of other corporations owned by this corporation (notes, bonds, cash and evidences of debt must not be included). (Note: List of shares must be made on separate sheet and show corporate name, number of shares held, par value per share, actual value.)	$			
Total	$			

Does the segregation above made include assets of any subsidiary or other corporation?

ADDITIONAL INFORMATION

To be used to determine fees under § 181 of Tax Law and one mill tax.

(1) Average monthly bank and cash balance during the year	$			
(2) Average value of bills and accounts receivable during the year arising from advances or loans and not included above	$		NONE	
(3) Average value of bonds, loans on call and other financial securities wherever held, used or employed during the year (not including shares of stock)	$			

ASSETS SEGREGATED TO NEW YORK STATE ONLY

(a) Average monthly value of bills and accounts receivable arising from personal property sold by the corporation from merchandise manufactured by it within this State	$			
(b) Average monthly value of bills and accounts receivable arising from personal property owned by the corporation and not manufactured by it within this State but sold by it or its agents and located within the State at the time of the receipt of the order	$			
(c) Average monthly value of bills and accounts receivable arising from the purchase or sale of, or trading in, goods, wares or merchandise not located at any place at which the corporation conducted a permanent or continuous business without the State and where the bills and accounts receivable arose from orders received or accepted by any officer or agent, or at any place of business, in this State	$		NONE	
(d) Average monthly value of bills and accounts receivable arising from services performed by any officer, agent or representative of the corporation connected with, sent from, or reporting, either directly or indirectly, to any officer located in this State or at any office located, owned, rented or occupied in this State	$			
‡Average monthly value of its real property within this State as detailed in this report (actual value)	$			
‡Average monthly value of its tangible personal property in New York State as detailed in this report (actual value)	$			
§Average total *actual* value of shares of stocks of other corporations owned by it and allocated to this State by rule below	$			
Total	$			

ADDITIONAL INFORMATION

To be used to determine fees under § 181 of Tax Law and one mill tax.

(1) Average monthly bank and cash balance in New York State during the year	$			
(2) *Average value of all bills and accounts receivable in New York State during the year	$			
(3) Average value of bonds, loans on call and other financial securities held, used or employed in New York during the year (not including shares of stock)	$	None		

* All bills and accounts receivable due for goods located in New York State at the time of sale or receivable by the corporation at an office within New York State and not already included in (a), (b), (c), and (d), in assets segregated to New York State, must be included in this item.

‡ Real property and tangible personal property shall be taken at its actual value where located.

§ The value of shares of stock of another corporation owned by a corporation liable hereunder shall for purposes of allocation of assets be apportioned in and out of the State in accordance with the value of the physical property in and out of the State representing such share stock.

		High	Low
Average price at which this corporation's stocks sold during the year	Common		
	Preferred	NONE	
	No par		

How many shares of the corporation's stock were transferred on its books during the period covered by this report?

ABOVE MUST BE ANSWERED

DISTRIBUTION SCHEDULE (Must be completed)

If the company's entire tangible personal property in this State is in one city, or in one town outside a city or incorporated village, the schedule below need not be made, but the name of the city, or town, or incorporated village, and of the county where located, must be entered in panel.

Do not confuse the political subdivisions "incorporated village" and "town."

Names of hamlets or postoffices other than incorporated villages are not wanted.

City
Town
Incorporated village NONE
County

Schedule of Real and *Tangible* Personal Property in New York State by Cities, Towns and Incorporated Villages

City of	County of	Personal actual value	Real estate actual value	Real estate assessed value
		$	$	$

Town of	Incorporated village of	County of			

(If more space is needed add a paster)

PENALTIES

Any OFFICER making a fraudulent report becomes personally liable to a FINE OF $1000.

The Law provides a PENALTY of not more than $5000 for neglect or refusal to file this report.

FOR FAILING, THROUGH NEGLIGENCE, TO PAY TAX WHEN DUE:

Ten per cent of the tax due and unpaid plus interest at the rate of 1 per cent per month during the period in which it remains unpaid.

INFORMATION

The word "average" wherever it appears in this report has its plain, ordinary significance; neither the highest amount nor the lowest, but the mean.

In making report every space must be used except where the blank states that the spaces are not to be filled. Wherever no figures are to be inserted the word "none" should be inserted.

If there is no net income to be returned in answer to paragraph (8) insert the word "deficit" and state the amount thereof.

ALL CORPORATIONS MUST MAKE THIS REPORT EXCEPT THE FOLLOWING:

(1) Real estate corporations wholly engaged in the purchase and sale of and holding title to real estate for themselves (this does not include so-called real estate companies having leasehold interests only, except as specified in subd. 2 below, or real estate agents or brokers).

(2) Corporations engaged in the business of subleasing real property held under a leasehold for a term of twenty years or more, by the terms of which the taxes on the real property are paid by the lessee corporation as part of the consideration for the leasehold.

(3) Corporations whose sole business consists of holding stocks of other corporations for the purpose of controlling the management and affairs of such other corporations, except such as are specifically subject to report under the provisions of subdivision nine of section two hundred and eleven of the tax law.

(4) Transportation, transmission, heating, lighting and power corporations, insurance companies, banks, savings banks, trust companies and other corporations taxable under Sections 184 to 189 of the tax law, inclusive.

Simply to write "out of business," "never began business," "dead," et cetera, is not a sufficient compliance to relieve from the penal provisions of the statute.

SPECIAL INSTRUCTIONS TO NEW CORPORATIONS

Corporations incorporated prior to July 1, 1925, which do not file an income tax report with the Federal Government for a period ending prior to July 1, 1925, must make this report showing status of company as of June 30, 1925. Items 8 to 12 inclusive may be answered by the words "No report made to the Federal Government" and other questions should be answered in accordance with instructions on this blank.

Corporations incorporated between July 1, 1925 and November 1, 1925, will be supplied with Form 60 C.T. upon which a full report must be made on or before November 30, 1925.

THIS TAX IS DUE AND PAYABLE ON OR BEFORE JANUARY 1, 1926 OR WITHIN 30 DAYS OF BILLING DATE IF BILLED AFTER DECEMBER 3, 1925. DO NOT SEND CHECK WITH REPORT.

NAMES, RESIDENCE ADDRESSES, COMPENSATION, ETC., OF OFFICERS

Page 4

Name and Residence	Title	Salary	All Other Compensation	Number Shares Held	
				Preferred	Common
D.W. GRIFFITH					
Mamaroneck, N.Y.	President	None	None		97
Albert H.T. Banzhaf					
Larchmont, N.Y.	Treasurer	None	None		3
J. G. Spring					
Longacre Bldg.N.Y.C	Secretary	None	None		None

MUST BE ANSWERED

INFORMATION REQUIRED

(A) Gross sales from trading or manufacturing, less returns and allowances ..No business done.. $.....

(B) Gross profit from trading and manufacturing ..... $.....

(C) Gross profit from other than trading and manufacturing ..... $.....

(D) Entire assets ..... $.....

(E) Entire liabilities, excluding capital stock and surplus ..... $.....

(F) Net worth as shown by balance sheet at end of calendar or fiscal year ..... $.....

(G) Number of people employed, average .....None.....

(H) What was the total par value of all: (1) Federal bonds $.....None.....; (2) Federal Farm Loans $.....;

(3) State and Municipal Bonds $.....None.....; (4) All other obligations shown in your return to the Federal Government and exempt from Federal Income Tax $.....None.....

(If none are held, insert the word "None.")

FORM 3 IT

FILE WITH

STATE TAX DEPARTMENT

ALBANY, N. Y.

(25)

TAXATION OF CORPORATE FRANCHISES UNDER ARTICLE 9-a OF THE TAX LAW

DAVID W GRIFFITH CORP 11 13 NY

130 WEST 42ND. ST.

NEW YORK CITY

REPORT DUE JULY 1, 1925

AFFIDAVIT OF PRESIDENT, VICE-PRESIDENT, SECRETARY OR TREASURER

STATE OF NEW YORK,
County of New York } ss.:

On this ..... day of June A. D. 192 5, personally appeared before me, a Notary Public in and for the County of Nassau, AlbertH.T. Banzhaf, Treasurer, of the above named company who, being duly sworn according to law, did depose and say that the foregoing report is just, true and correct and that it includes a true statement of the annual net income of said company for the year.

.....

Treasurer (Official title)

Sworn to before me the day and year aforesaid,

.....
Notary Public

LAW OFFICES OF
LOYD WRIGHT
606 606 610 CURRIER BUILDING
LOS ANGELES CAL.

June 29th, 1925.

D. W. Griffith Incorporated,
1476 Broadway,
New York, N. Y.

Attention Mr. Grey:

Dear Mr. Grey:-

Your letter of June 22, 1925, in reference to the indebtedness due from the Forum Theatre, received.

It is true that Mr. DeMille is now operating this Theatre, but it is under an arrangement with the creditors and lien holders of the corporation. You will recall in my previous correspondence I explained that this property was encumbered by trust deeds and mortgages to a figure around $500,000.00. In addition to this there were many other lien claims and the creditors for some little time ran the Theatre. It is now being run by Mr. DeMille under some sort of an arrangement whereby the creditors obtain a portion of the proceeds.

Some time ago I recommended that you forward me your check for $500.00 so that I could commence a stockholders' liability suit against the stockholders of the Forum Theatre. Many of these stockholders are responsible. My thought is that if we start a suit against the corporation and against the stockholders, we will ultimately be able to collect the major portion of the indebtedness due. I believe it will be a serious mistake if we do not do this, and I think it should be done as quickly as possible.

So long as DeMille runs the Theatre and runs it at a profit, he will be decreasing the obligations of the corporation. If we get judgment against the corporation and there is ever a sale, our judgment must be taken care of, unless of course, the sale is a foreclosure of one of the liens. Adopting the methods suggested by me will give us a double chance of collecting our judgment, and I therefore recommend that you refer to my previous correspondence, and that you forward me the retainer with instructions to commence suit.

Things here on the Coast seem to be very lively in the industry. In fact, so lively that I have very grave fears for a period of over production. Independents are working night and day and all of the

others seem to have a very full schedule.

Friday evening I attended Charlie Chaplin's Premiere of "The Gold Rush", and he has certainly made a wonderful picture.

May I ask you to be kind enough to convey my respects to Mr. Griffith the next time you see him, and with kindest personal regards, I am,

Sincerely yours,

Loydwright.

LW/AG

1470 Broadway,
New York, N. Y.
June 29, 1920.

Gasquigne, Reid & Co.,
5 East 44th St.,
New York, N. Y.

Gentlemen:

I am returning herewith the burglary insurance policy renewal of policy expiring on July 7th on Mr. Griffith's property in the amount of $10,000, and would thank you to kindly cancel same immediately. Due to the fact that Mr. Griffith has removed all his possessions from our studio, it will not be necessary to carry this insurance.

Very truly yours,

CC

1474 Broadway,
New York, N. Y.,
June 27, 1922.

Mr. Frank H. Knighton,
Russell Sariens, Inc.,
Great Neck, L. I.

Dear Sir:

Under separate cover, I am sending you two photographs autographed by Mr. Griffith, as per your recent letter.

I regret exceedingly the delay in having this matter attended to, but Mr. Griffith has been away on several pre-release showings of "Sally of the Sawdust", and it has only just been possible for me to have the pictures autographed.

Very truly yours,

Secretary to Mr. Griffith.

CC

G A H CORPORATION BALANCE SHEET

As Of

June 30th, 1925

ASSETS

Cash		17.13
Accounts Receivable - A. L. Grey		1,443.42
Inventory		
Negative - Cash	203,767.66	
Less Reserve for Exhaustion to June 30, 1925	101,352.31	
Negative Residual Value		102,415.37
Positive Cost - Cash	11,306.25	
Less Exhaustion to June 30,1925	8,840.06	
Positive Residual Value		2,466.19
Goodwill		16,750.00
Deficit		77,651.46
		202,723.57

LIABILITIES

Manufacturers Trust Company	65,000.00	
Less Payments	26,119.43	38,880.57
Loans Payable		25,000.00
Accounts Payable - Special		4,357.46
Accounts Payable - Vendors		1,613.01
D. W. Griffith Personal Account		9,099.57
D. W. Griffith, Inc. Studio Account		103,772.96
Capital Stock		20,000.00
		202,723.57

INCOME PROFIT & LOSS STATEMENT

December 31st, 1924
To
June 30th, 1925

Income From Rentals - Domestic		6,143.34
Income From Rentals - Foreign		2,614.76
Cost of Service	29,422.02	
General Expense	68.97	
Net Loss June 30th, 1925 (6 months)		20,732.89
	$29,490.99	$29,490.99

Form 1056A

Charge to the account of _____ $ _____

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; otherwise the message will be transmitted as a full rate telegram

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

July 1, 1946.

Hotel Bancroft
Saginaw, Mich.

Please reserve one double room with bath southwestern exposure if possible arriving Friday forenoon

J. G. Apping

Chg D. W. Griffith, Inc.

1476 Broadway,
New York, N. Y.
July 1, 1935.

Mr. John Flinn,
Producers Distributing Corporation,
469 Fifth Avenue,
New York, N. Y.

Dear John:

I wonder if it would be possible for you to dig up a print of "His Darker Self" which is in good condition. I want this to send to the Far East, and if you have one that is in good shape it will naturally save me money, and as this has been such a catastrophe for me I am trying to save every nickle I can. Please see what you can do, and let me know.

Incidently, I wonder if anything can be done to increase the receipts on "His Darker Self". I noticed on the report of May 16th the bookings were $96.50 and cancellations $145. For the week of May 23rd the bookings were $72.25 and the cancellations $190.50. For the week ending May 30th the bookings were $68.50 and the cancellations $75.00. These figures frightened me very much, as on the last equity report which I showed to the bank our equity was $7443.36, listed as an asset, but if we have many more reports such as these the equity will turn out to be a liability. Anything you can do will be appreciated.

Sincerely yours,

ALG/CC

RUSSELL GARDENS, INC.

GREAT NECK, L. I.

DIRECTORS
FRANK H. KNIGHTON, PRES. & TREAS.
RALPH W. MATHER, VICE-PRES. & SECY.
WALTER H. BOND
GEORGE NICOLS
A. BRUCE GIELGUD
GLENN E. FONTAINE
EDMUND S. FRISCH
ROBT. L. GARR, JR.
JULES E. ROSENTHAL

NEW YORK OFFICE
[illegible]
[illegible]

COUNSEL
BOND & BARRON
[illegible] N. Y. CITY

DEPOSITORY
MANUFACTURERS TRUST CO.
[illegible] N. Y. CITY

July 1st, 1925.

#12.

Mr. D. W. Griffith,
c/o Famous Players Lasky Corp.,
Long Island City, N.Y.

My dear Mr. Griffith:

On May 21st, I forwarded to you three photographs taken on the Russell Gardens tract when you were making "Sally of the Sawdust". I have been wondering Mr. Griffith if you would be kind enough to have Miss Dempster and yourself autograph these pictures and shoot them back to me.

I would consider this in the light of a personal favor and would like very much indeed to have them in our Russell Gardens office which will be built very shortly on the Russell Gardens tract in Great Neck.

Won't you be good enough to do this for me? It will be greatly appreciated.

Very truly yours,

RUSSELL GARDENS, INC.

Frank Knighton

President.

FHK:IK

1474 Broadway,
New York, N. Y.
July 1, 1925.

Mr. Walter Niebuhr,
c/o American Express Company,
11 Rue Scribe,
Paris, France.

Dear Mr. Niebuhr:

The draft for fifty dollars which you sent me for the interest was received. However, the interest on the ring up to the date your draft arrived was $55. I paid the $50 and Stern added the additional $5 on to the principal making it $280.00 instead of $275.00.

Very truly yours,

JCE/CC

New York City,
July 1st, 19[illegible]

Mr. P. A. Powers,
729 Seventh Avenue,
New York.

Dear Sir:

We are enclosing herewith, our check in the amount of $150.58 in full payment of our note due July 2nd.

Will you kindly return the cancelled note?

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.

PRICE, WATERHOUSE & Co.

107

25 PINE STREET

NEW YORK July 1, 1925.

Mr. J. G. Epping, Treasurer,
D. W. Griffith, Inc.,
Longacre Building,
New York, N. Y.

Dear Sir:

In accordance with Mr. Banzhaf's instructions we return herewith assessment notices for New York State franchise tax for the years ending October 31, 1924 and October 31, 1925 in the amounts of $8,768.16 and $2,525.77 respectively. We understand that Mr. Banzhaf will communicate with you as to the action to be taken in the matter of payment.

Yours very truly,

Price Waterhouse & Co.
(Letter cared for by Mr. Dillman)

Enclosures - 2

Assessment notices

Above sent to Raffline 7/23/25

Remittitills for above sent JCB aug 21/25

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures - Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8000
CABLE ADDRESS CINEFILM

OFFICE OF ADOLPH ZUKOR
PRESIDENT

July 1, 1925.

Mr. D. W. Griffith,
Famous Players-Lasky Studio,
6th and Pierce Avenue,
Long Island City, New York.

My dear Mr. Griffith:-

It is not very often that I am impressed with a motion picture to the extent that I was last night when I had the pleasure of viewing "Sally of the Sawdust". After turning the picture over in my mind on the way home and reconsidering each detail as I remembered it this morning, I could not help but feel that "Sally of the Sawdust" would be perfection itself if a few minor changes were made. For instance, I noticed that the chase of the girl seemed a trifle long and that at one time the girl was seen with her hat on, whereas she actually left the courtroom without it. The other sequence that had a tendency to slow the action and cause a jarring note in the otherwise smooth unraveling of the story was W. C. Fields' adventure with the bootleggers. The Ford incident is really one of the funniest parts I have seen on the screen in a long time but do not think it is necessary to have such a long succession of events leading up to his escape in the Ford.

Perhaps you might not agree with my comments but I felt that you desired a frank expression of my reaction, so I am passing on to you these thoughts for your consideration.

With kindest regards.

Yours sincerely,

Adolph Zukor

July 1st 1926.

Mr. Alfred T.Mannon,
c/o Tec-Art Studios, Inc.,
516 East 46th Street,
New York City.

Dear Mr. Mannon:

Thank you for your letter of the 26th ult. relative to the electrical equipment at the Griffith Studio. Since the Studio property is under contract of purchase to Earl W.Hammons I suggest that if you wish to make arrangements to keep the crystal chandelier that you get in touch with Mr. Hammons of the Educational Films and make your deal with him as the matter is entirely in his hands.

Thank you so much for your offer relative to the porch furniture, but owing to the fact that I am now living at my farm at Greens Farms, Conn., which is some 50 odd miles from New York, I do not believe it would pay to have the furniture I had in mind shipped to that point. It is very good of you to remember me in this matter and I certainly appreciate your courtesy relative thereto.

With kindest regards, I remain

Very truly yours,

AHTB/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

BAYSIDE CIVIC ASSOCIATION

Its Policies and Activities are Determined by its own Members

WALTER B. AUSTIN . . . President
ERNEST L. SMITH . . . Vice President
ELMER G. STORY . . . Treasurer

HAROLD H. HOLLEY . . Financial Secretary
WALTER E. DAVIES . . Recording Secretary
W. B. MEINKER . . . Corresponding Secretary

REGIONAL DIRECTORS

Bayside Park
WILLIAM S. TELLER
Broxwood
ROBERT B. DEMAREST
Bellevue
JOHN I. DOBBYN
East of Bell Avenue
South of L. I. R. R. Track
WILLIAM A. WATSON
West of Bell Avenue
North of L. I. R. R. Track
CHARLES A. DAVIES
Rocky Hill Road
JESSE F. RYAN
Bayside—Flushing
OSCAR D. ROSE
Bayside Merchants' Association
CHAS. T. JENSEN
Director-at-Large
BYRON B. NEWTON

The Bayside Civic Association is interested in any suggestion for "A Better Bayside." If you have a suggestion to offer which you think will help Bayside, incorporate it in a letter, and send it to the Director for your section as above. He will submit it to the Executive Committee for prompt action.

CHAIRMAN OF COMMITTEES

Social Welfare
MRS. WALTER S. SCOTT
Parks
JAMES A. DAYTON
City Plan and Topographical Map
THEODORE G. CLARKE
Highways, Postal Service and Telephone
J. WILSON DAYTON
Harbor, Shore, Waterways and Docks
CHARLES J. POST
Public Health and Sanitation
JAMES R. REULING, M. D.
Water Supply
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Sewerage
BRINTON C. BELL
Sidewalks
WM. T. SMITH
Gas and Electricity
WM. H. QUINN
Transportation and Rapid Transit
ERNEST L. SMITH
Schools
NICHOLAS DeVORE
Legislation, Legal Matters and Enforcement of Restrictions
CHARLES J. W. MEISEL
Membership
CLAUDE M. ENDERBY
Press and Publicity
ALBERT E. GREEN

Bayside, L. I., N. Y. City

July 2nd, 1925.

Mr. D. W. Griffith,
1476 Broadway,
New York City.

Dear Mr. Griffith:-

I am in receipt of the autographed picture of yourself with Miss Dempster and Mr. Corbett as referred to in the courteous letter of your Secretary under date of June 30th, 1925, for which accept thanks.

It pleases the members of this Association to know that you and your associates enjoyed your work in our Community and we trust that "Sally of the Sawdust" will be another success to add to your long list of successes.

Yours very truly,

W. B. Austin

WBA:FG.

1476 Broadway,
New York, N. Y.,
July 2, 1926.

Mr. Carl Sternlov,
1015 Loew's State Building,
Los Angeles, Calif.

Dear Mr. Sternlov,

The enclosed bill was forwarded to me from California, together with the attached letter. In addition to this I have received letters requesting payment of bills in connection with the ranch, on two previous occasions.

Please take care of these bills promptly so that I will not be annoyed by these matters.

Thanking you,

Very truly yours,

DWG/CC

THE FIRST NATIONAL BANK

MAMARONECK, N. Y.

REUBEN G. BREWER, PRESIDENT
JOHN H. MCARDLE, VICE-PRESIDENT
WILLIAM R. BULL, VICE-PRESIDENT
REUBEN F. BREWER, CASHIER
GEORGE H. COFFIN, ASST. CASHIER

July 8, 1933.

Mr. H. Sartov,
California.

Dear Sir:

We are returning herewith past due note of D. W. Griffith, as Mr. Griffith has made no effort to pay it.

Hoping you are well, we remain,

Sincerely,
FIRST NATIONAL BANK,

George H. Coffin

ASS'T CASHIER.

Dec. 13/16 2700 due 8/16 - at 1% Rate

PHONE LONGACRE 4900

CABLE ADDRESS "EDFILMCORP"

EDUCATIONAL FILM EXCHANGES INC.

The largest distributors of quality short subjects

Executive Offices
Film Terminal Building
130 Seventh Avenue

OFFICE OF THE PRESIDENT

NEW YORK, July 3, 1925.

Albert H. W. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

Referring to our conversation of today, beg to advise that I am leaving New York on Monday, July 6th, for a hurried trip to Los Angeles and therefore will not be here on July 15th.

I would greatly appreciate your postponing the closing of the title to the Griffith property until August 4, 1925.

Trusting to hear from you at your early convenience, beg to remain

Very truly yours,

E W Hammons

EWH:G

New York City,
July 9th,1925.

Mr. W. H. Walker,
Motion Picture Capital Corporation,
342 Madison Avenue,
New York.

Dear Mr. Walker:

We have this day deposited in the Hamilton National Bank check in the amount of $5,000 which we have received from the United Artists as income on our pictures.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

6. XII. 25
New York.

Dear Mister Griffith!

Excuse me, that I take the liberty to send you this picture of mine.
It was taken here, — few days after I have had the honour and pleasure to be introduced to you — and I have posed for this picture, thinking about you.

I have seen very much in my short life, Mr. Griffith. — I have acted in life such parts, that in no films can be done; I have seen and the riches — and the poverty — and the life — and the death — and it happened so, that I have nothing more, that interest me in life, beside my work.

You and your work have had an enormous influence on my mind and soul during this two last years. Two years all my thoughts were concentreted towards here, — during two years, step by step I prepared all I needed to come over here — and I went with the secret dream to get the chance to stay near you, — to become one of the soldiers of your army.

I am not sentimental — but it is impossible for a human being to live without interior life, without aim — without dreams — and I dreamed that the day will come, when observing with you the results of my work under your direction — I shall say you : — „ Isn't life wonderful !... " — — I shall say so, after all, that I have seen.

I have had a colossal chance ... — I am now so near to the moment, when my dreams can become the reality...

The Destiny will decide all — but shall I stay near you, or not — I know that I shall never forget the moments when I have seen you.

Therefore excuse me the little vanity of having the desire, that at least my picture remain somewhere near you... It can happen so, that from time to time your look will drop on it — and you will remember for a moment the one, whose name is —

Most sincerely your

Jean Lebedeff.

P.S. I write this the night before the test, but I shall send it only when everything will be decided.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Hotel Astor

EIGHTH AVENUE

New York

FRED'K A. MUSCHENHEIM

PUBLIC WRITING ROOM

Dear Mr. Griffith!

It has happened something – about what I prefer only to speak with you – but it is of greatest importance for me and I think from it depend all my future.

I waited for you till 1 p.m. – because I have a ticket for tomorrow night on „Aquitania" – and I don't know what to do.

I haven't done any stepps – because I wanted first have your advice and your decision.

Tomorrow I will come here – to Astor

hotel again at 9 30 a.m. – and if you don't want to be disturbed at this time – please do let me know it – as also at what time and where I can see you

Please excuse me for I disturb you

Yours, as always

Ivan Lebedoff.

P.S. My address: 45 East 55th str.
Phone: Plaza 9661

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

124

July 6th, 1925

Mr. Carl W. Hammons
Educational Film Exchange, Inc.,
370 Seventh Avenue
New York City

Dear Mr. Hammons:

In reply to your favor of the second instant I beg to confirm herewith that the date of the closing of the Hammon-Griffith title be and hereby is adjourned from July 15th to August 4th, 1925, same time and place.

Very truly yours,

AB:SC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1. SALLY OF THE SAWDUST

with Carol Dempster and W. C. Fields

From a play by
Dorothy Donnelly

Screen Version by
Forrest Halsey

2. Produced under the personal direction of

D. W. GRIFFITH

Copyright 1925 by
D. W. Griffith, Inc.

3. CAST

Sally	Carol Dempster
Professor Eustace McGargle	W. C. Fields
Payton Lennox	Alfred Lunt
Mrs. Foster	Effie Shannon
Judge Foster	Erville Alderson
Leon, the acrobat	Glenn Anders
Mr. Lennox	Charles Hammond
The detective	Roy Applegate

4. Green Meadow, Connecticut, near the suburban area of New York.

5. The home of Judge Foster, an austere New Englander, rich in acres but poor in cash -

Mrs. Foster and her daughter

6. And then --

7. "I told you if you married that circus man there would be no place for you in this house. You have made your bed, now lie in it."

8. In the far West, five years later.

9. McGargle, a circus fakir, who sometimes finds it convenient to use the name of Harkness.

10. "Since my husband was taken you have been my only friend, McGargle. Do what is best for Sally."

11. "Perhaps my people in Green Meadow might help."

12. Using the name of Harkness, McGurgle writes to the Fosters of their daughter's death -

13. - but tells them nothing of the child.

14. The letter.

15. After years, in Eastern Pennsylvania.

16. We find Sally a strange, whimsical creature, part tomboy, part woman, her only world the easy-going circus.

17. "Let's go, Lucy."

18. Sally of the sawdust.

19. Elephants for playmates.

20. "Let's go."

21. Side-show spielers.

22. "Hey, Pop."

End of Reel One

Reel Two

23. Seeking up applause for Peg.

24. "Step inside and see the greatest show on earth!"

25. "It's not a game of chance - it's a game of science and skill - the old army game!"

26. "Your eye against my hand."

27. "Under which shell is the little pea?"

28. McGargle, whom Sally has always worshipped as her real father, suddenly realizes a father's responsibility.

29. "You're growing up, Sally."

30. "We want our money back."

31. A circus call for help - "Hey Rube!"

32. "This money is my pop's."

33. "Here's your money, Pop."

34. Thinking to investigate her family in Green Meadow, and if they prove the right sort, restore Sally to them.

End of Reel Two

Reel Three

36. The influx of city rich into country homes has put Green Meadow on the map, and made the fortune of the Fosters.

37. Wealth and luxury fail to erase from the mother's heart the memory of that only daughter, driven from home on account of her marriage.

38. The streaking of the circus in Connecticut has given McGargle a new lien in his investigation of Sally's family -

39. - so he spent his last cent on a telegram.

39. "I've been keeping a quarter for a long while Pop, so we'll eat and walk."

40. "Sandwiches."

41. "Mustard?"

42. "Hey, Pop."

43. " - for the great Professor McGargle - he's VERY particular!"

44. Footsore, they take a desperate chance.

45. Rough going -

46. - into smooth meadows.

47. "Daughter, we have ARRIVED!"

48. "Give her a little coal in about fifteen minutes, and you can dry yourselves while I'm away at breakfast."

49. Shivering needs - desperate remedies!

50. Mr. Lennox, whose friendship has been largely responsible for the Foster's good fortune.

End of Reel Three

51. Sexton,Lennox, upon whom is centred all his father's family pride.

52. "Pop - POP!" (let "Pop" large type, and "Pop" still larger)

53. "SALLY"

54. "Sally, you ARE growing up!"

55. The carnival is held on the Lennox property, adjoining their home.

56. The girl -- the father's choice.

57. "Can you inform me where I can locate the manager?"

58. After java -

59. "No card games, no gambling."

60. "By the way, do you know a Henry C. Foster?"

61. "Yes,sir. He's a judge, one of the richest men in town. Don't like show people, though!"

62. "That's Judge Foster."

63. "Got a face that looks like it wore out four bodies."

64. "I live right up here."

65. "Yes? That's MY house over there."

End of Reel Four

Reel Five.

66. A rich young man - a homeless waif - the eternal bond of youth.

67. "Do you know that boy of yours has lost his head over that show girl?"

68. "Keep your eye on this McGargle and his daughter. They are a menace to the community."

69. "That's Judge Foster's place."

70. "I don't want to hear anything from you. Get off his property!"

70A So Judge Foster begins persecuting the daughter of their lover only child.

71. McGargle quiets his conscience with the thought that Sally would be happier in ignorance of her parentage.

72. "What did you go there for, Pop?"

73. On the old job again - determined to keep the secret and hold Sally for himself.

74. The lonely Mrs. Foster -

75. Young Lennox - a committee member.

76. Sally is engaged to dance at the Foster home which has been loaned to the committee for a charity function.

77. "Hey, Pop!"

78. For the first time McGargle sees Sally as more than a loving daughter - as a money getter, a business asset.

79. As the carnival nears its close -

End of Reel Five

83. "Come to your senses! You're making a show of yourself over this girl - the daughter of that fakir accordion!"

84. "Don't you say anything about my pop!"

85. "If we're not good enough for you, you're not good enough for us!"

86. "Now that you've made so much fuss, if she'll have me, I'll marry her!"

87. Determined to save his friend from the scandal of Payton marrying "this gutterwise nobody of the circus".

88. "They said you weren't any good."

89. Indignation tempts McGargle to reveal the secret -

90. "I'll get them both, Judge."

91. - but again he weakens.

92. The ball at the Foster home.

93. Sally, anxious to see the inside of the great house -

94. Never dreaming it was, by right, her own.

95. "Entertainers use the side entrance, please."

96. Sally, slightly frightened, but --

97. The grandmother, strangely drawn to the waif.

98. Payton's scheme to show that Sally could hold her own with any of them.

99. "Telegram for the lady."

100. "Please don't talk now, it'll only bring on another scene."

101. "The carnival is over to-morrow, and after that I'll see you again, I promise."

End of Reel Six

99. And so daily -

100. "Excuse me - I just wanted to sit in a chair and look at the floor."

101. "I enjoyed your dancing so much. You know - I always liked to dance -

102. - but the Judge was so austere."

103. "I don't believe that talk, Henry. I believe she is a good girl, no matter what anyone says."

104. McGargle introduces the natives to the mysteries of three card Monte.

105. The friendly constable.

106. The unfriendly constable.

107. Mr. Lennox invents urgent business to send his son away.

108. "Dont' Pop, please -- you promised me you wouldn't do this again."

109. "McGargle, you are under arrest."

110. To save Pop she takes the cards, the evidence.

111. "You are under arrest as an accomplice."

112. "Pop - they've GOT ME!"

113. "Wait 'til my pop gets you - he'll knock your block off!"

114. "Please don't put my name down, that's a terrible disgrace."

115. "We've got the girl."

End of Reel Seven

Reel Eight.

116. McGargle stumbles on a most carefully guarded cache.

117. "It's that Governor."

118. Morning.

119. Not knowing that young Lemuel had been sent away, Sally fears everyone has deserted her through her disgrace.

120. "That's McGargle of the carnival. He's all right."

121. "They arrested your girl - they're going to send her up."

122. "When Professor McGargle comes tell him where I am, please."

123. "You know too much about us. You're going with the truck to Albany to-night."

124. "Judge Foster is about to open Court."

125. Expecting every moment that the next would bring him -

126. "You saw the money passed?"

127. "You identify this girl as an accomplice?"

128. "She helped him to escape, Your Honor. We found the cards on her."

129. "You believe this girl's father to be an absolutely improper guardian for her?"

130. "McGargle is a worthless crook, Your Honor."

131. McGargle decides to give himself up, pay the penalty, and take Sally away forever.

132. "What is your age?"

End of Reel Eight

Reel Nine

133. If the little grandmother only knew that the judge was torturing their baby's baby.

134. "Your father's name?"

135. "Professor Eustace McGargle."

136. "Your mother's Name?"

137. "Pop -- he's the only mother I've ever had."

138. "Don't trifle with this Court. Answer me!"

139. "I said he's the only mother I've ever had."

140. "I'll tell everybody he's a NOBLE, HONORABLE gentleman!"

141. The wrong turn.

142. "When my pop gets back, he's gonna lay you all flat!"

143. "I am going to send you to a home for wayward girls where you will be away from your evil associates."

144. "Please wait until Professor McGargle comes back, and he'll fix everything."

145. "Won't somebody please find Professor McGargle?"

146. "Professor McGargle of the carnival. Tell him to hurry, they've GOT ME."

147. "POP - POP!"

End of Reel Nine

148. "I'd ha' been here sooner, but I was thrown by a Ford."

149. "Her mother was Mary Foster - your daughter, Julia."

150. "You are accused of gambling."

151. "It was not gambling, your Honor! It was a game of science and skill - the old army game!"

152. "There was no money passed?"

153 "No, your Honor."

154. So finally ----- "Case Dismissed".

155. The old army game!

The End

ESTIMATED PICTURE COST

Production [illegible] No. [illegible]
Director [illegible]
Star [illegible] Camera Man [illegible]

Est. from 9/6/ to 9/10/26 Incl.
Studio [illegible]

1st Camera Day 9/6/26
Last Camera Day
Release Date

No. Camera Days 27

SCENARIO			**SETS**			**TITLES AND INSERTS**		
1—Scenario	2750.55	2750.55	21—Architects	850.00		46—Titles	----	
DIRECTION			22—Carpenters' Salaries	10163.44		47—Editing & Titling	----	
2—Director	----		23—Scenic Salaries	2442.24		48—Film and Developing	142.95	142.95
3—Assistants	4704.56		24—Prop Salaries	2592.02		**STUDIO OVERHEAD**		
4—Cameraman & Assistants	7942.00		25—Carpenter Material	3677.50		49—Estimated	45448.00	45448.00
5—Cutter and Clerk	1503.50		26—Scenic Material	1794.52				
6—Co. Prop Men and Grips	2563.06		28—Props Rented & Purch'd	2504.51				
12—Director & Staff Retaining	----	16750.11	28A—Buyers' Salary	2015.66		**STAR**		
ACTING			29—Props Expense	211.25	22391.06	83—Star Salary Acting		
7—Talent Acting	34535.25		**LOCATIONS**			84—Idle During Picture		
8—Talent Retaining	41269.25		31—Location Cost	1662.14		85—Star Retaining		
9—Extras	20969.50		32—Dressing Locations	2151.77		86—Star Expenses		
10—Talent Expenses	1766.14		33—Company Traveling Time	785.50				
Casting Sal.	472.30	101251.44	34—Transportation	10177.50		TOTAL STUDIO COST		348347.57
			35—Hotel and Meals	562.25				
			36—Auto, Horse & Boat Hire	4525.78	21930.25			
			LIGHT & STORM EFFECT					
			37—Electricians' Salaries	22105.70				
			37A—Material	797.41				
			37B—Current	1067.96				
			37C—Equipment Rental	5196.80	29166.17			
WARDROBE			**HALL METHOD**					
Transportation	225.62		38—Salaries	5140.05				
16—Rented	2101.80		38A—Material	410.36	5550.41			
17—Salaries	1785.25		**MISCL. EXPENSES**					
18—Purchased	6086.80	10202.47	39—Miscellaneous Expenses	472.02	472.02			
			SPECIAL FILM					
			40—Stock Scenes, Special Complete Negatives and Special Treatment		----			
HAND PROPS			**NEGATIVE FILM AND SAMPLE PRINT**					
19—Purchased and Rented	89.05	89.05	41—Negative Film	10321.17				
			42—Developing	5136.78				
			43—Cutting	8969.86				
			44—Sample Print	46.80				
			45—Special Color		24504.61			

ESTIMATED PICTURE COST

Production [illegible] No. [illegible]
Director [illegible]
Star [illegible] Camera Man [illegible]

For 9/10/[illegible]
Studio [illegible]

1st Camera Day 9/6/[illegible]
Last Camera Day
Release Date

No. Camera Days [illegible]

SCENARIO			**SETS**			**TITLES AND INSERTS**		
1—Scenario	----	----	21—Architects	5.00		46—Labor and Material		
DIRECTION			22—Carpenters' Salaries	72.00		47—Editing & Titling		
2—Director			23—Scenic Salaries	18.00		48—Film and Developing		---
3—Assistants	----		24—Prop Salaries	29.50				
4—Cameraman & Assistants	50.35		25—Carpenter Material	----		**STUDIO OVERHEAD**		
5—Cutter and Clerk	30.70		26—Scenic Material	55.74		49—Estimated	824.56	824.56
6—Co. Prop Men and Grips	54.15		28—Props Rented & Purch'd	7.00				
	74.55	287.75	28A—Buyers' Salary	4.00				
ACTING			29—Props Expense	2.55	244.09	**STAR**		
7—Talent Acting	342.45		**LOCATIONS**			83—Star Salary Acting		
8—Talent Retaining	500.00		30—Cash Advances	----		84—Idle During Picture		
9—Extras	1400.00		31—Location Cost	----		85—Star Retaining		
10—Talent Expenses	28.50		32—Dressing Locations	55.50		86—Star Expenses		---
10A—Casting Salaries	8.45	2281.40	33—Company Traveling Time	----		**TOTAL STUDIO COST**		4319.50
			34—Transportation	17.00				
			35—Hotel and Meals	----				
			36—Vehicles in Action	----	70.50			
			LIGHT & STORM EFFECT					
			37—Electricians' Salaries	360.98				
WARDROBE			37A—Material	---				
15—Transportation	1.50		37B—Current	27.00				
16—Rented	----		37C—Equipment Rental	----	387.98			
17—Salaries	15.50		**HALL METHOD**					
18—Purchased	27.00	44.00	38—Salaries					
			38A—Material & Transp.		----			
			MISCL. EXPENSE					
			39—Miscellaneous Expenses	4.50	4.50			
HAND PROPS			**SPECIAL FILM**					
			40—Stock Scenes, Special	----	---			
19—Purchased and Rented	----	----	**NEGATIVE FILM AND SAMPLE PRINT**					
			41—Negative Film	816.30				
			42—Developing	406.02				
			44—Sample Print	710.53				
			45—Special Color	----	1932.85			

DAILY

R. A. POWERS
729 SEVENTH AVE.
NEW YORK

July 6, 1925

D. W. Griffith, Inc.
1476 Broadway
New York City

Att: Mr. J. C. Epping, Treasurer

Gentlemen:

I am returning to you herewith your note in the amount of $8,066.67 dated March 3, 1925 due July 3, 1925 on which you have made partial payment of $3,000 and given renewal note for the balance.

Very truly yours,

M. B. Levy

Secretary to Mr. Powers

L:D

Société Anonyme Française des Films

Paramount

AU CAPITAL DE [illegible] F.

Registre du Commerce Seine [illegible]

65 AVENUE DES CHAMPS ELYSÉES

PARIS

Adresse Télégr.

Administrateur Délégué

TÉLÉPHONE ELYSÉES

[illegible]

ADR TELEGR PARAMOUNT PARIS

CABLE ADDRESS PARAFILM PARIS

JJ/GT. July 4th 1925

Mr. D.W. GRIFFITH
Famous Players-Lasky Studio
Sixth and Pierce Avenues
Long Island City
NEW YORK

Dear D.W.

Sorry I could not have gone on working with you on SALLY OF THE SAWDUST but I hope Mr. Bartlett has turned out the help that you need.

As I once told you, I do not think you need very much help because your own ideas are so individual and so thoroughly what anyone of your pictures needs that you are perhaps more self sufficient than any other director in the business.

However, that is not saying that I will not be very eager to help you on the next one, or in fact on this one if you still want me in the latter part of July.

Give my kind regards to Miss Dempster and believe me,

Yours as always,

Julian Johnson

New York City,
July 7th, 1926.

United Artists Corporation,
729 Seventh Avenue,
New York.

Attention of Mr. Beach

Gentlemen:

We wish to call your attention to the fact that the last sales sheet on "Sally of the Sawdust" which we have received is dated June 23rd and includes contract number 170. Since that date, we have received none.

Inasmuch as this is contrary to the terms of our contract and it is imperative that we have these sales sheets in order to know the status of "Sally of the Sawdust" at all times, we request that you send all sales sheets to date.

Very truly yours,

Vice President

[illegible]
WILLIAM A. HUTCHINSON
[illegible]
[illegible]

DANIEL F. HALL
[illegible]
[illegible]

JOHN B. THOMPSON
[illegible]
[illegible]
[illegible]

ACTUARY'S DEPARTMENT

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK

32 NASSAU STREET, NEW YORK

July 7, 1925

D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York, N. Y.
Attention of Mr. Raymond A. Klune.

Dear Sirs:

We are in receipt of your letter of June 24, requesting payment of the dividend due July 21, 1925, under policy No. 2783,030. The Company's check in payment of the dividend cash value, $1,055, will, therefore, be issued on July 21, 1925.

Yours very truly,

Daniel F. Hall
Associate Actuary.

JHW:VC

1476 Broadway
New York
July 7th, 1928

Famous Players-Lasky Corporation,
485 Fifth Avenue,
New York.

Attention of Mr.

Gentlemen:

Referring to my 'phone conversation of this morning, I am herewith enclosing bill for music score of "Sally of the Sawdust" and relative to this, I beg to state that we have made arrangements with Mr. Lewis Silvers to write and synchronize a score for the above.

Mr. Silvers has spent about 5 weeks of his time working with Mr. Griffith to date. Further than that, Mr. Silvers guarantees that when this score is completed and printed, there will be no further charges on same, that is, he will either get permission to use any music or theme so there is no redress upon us, or he will write original music. He has not only given all the time Mr. Griffith required of him to write and synchronize these themes, but he has given both his time and services at the various tryouts at Derby, South Norwalk, Patchogue and Upper Mount Clair. He pays for all the copying of music which runs into very big money under the circumstances as Mr. Griffith will hire a theme, have it orchestrated and a few pieces played then decide that it is not appropriate then have it cast aside and something else tried.

I realize fully that if it were possible for Mr. Griffith to furnish a copy for his picture to Mr. Silvers or anyone else, the cost of writing a score would probably be 60 to 75% less because there would be no charging in timing and none of this traveling from post to pillar,

but Mr. Griffith chooses to work this other way and up to the present time when you look at "Birth of a Nation", "Intolerance", "Hearts of the World", "Way Down East" and "Orphans", we must agree that Mr. Griffith has had some very wonderful music scores. After all, the ultimate result is really what counts.

As I stated over the 'phone, Mr. Silvers would like to have about $5,000 on account, as aforesaid, he has given 5 or 6 weeks of his time which is salary and has laid out quite a lot of money to the copyists.

If you would be good enough to make out a check in his favor and mail same to this office, I would appreciate it.

Very truly yours,

D. W. GRIFFITH, INC.

ALG:Ls
Enc.

White Productions, Inc.
SUCCESSORS TO
SULTAN COMEDIES, INC.
PRODUCERS OF
MERMAID COMEDIES
FOR
EDUCATIONAL FILM EXCHANGES, INC.

NEW YORK OFFICE
470 SEVENTH AVENUE

LOS ANGELES, CAL.

July 7th., 1926.

Original print

Mr. A. L. Grey,
1476 Broadway,
New York, N.Y.

My dear Albert:-

With reference to "His Darker Self", I have found after several runnings that the general trend is very disconnected, several episodes evidently being missing. Careless operators apparently have cut out a great deal of the film.

In order to do anything with this picture it will be necessary that I have a new print. However, Albert, it will be impossible to cut this to two reels without taking new scenes, which will undoubtedly consume a week's shooting time.

We are now endeavoring to estimate the cost of taking new scenes, etc., and I will advise you within the coming week in this regard. I regret I have been unable to get you quicker and more favorable action, but you must admit that "His Darker Self" is difficult to work into shape.

Trusting you are prospering and enjoying good health, I am, with kindest regards,

Sincerely,

Jack White

"ALL AGREEMENTS TO BIND THE COMPANY MUST BE APPROVED BY AN OFFICER"

STATE TAX COMMISSION

JOHN E. ROSENDALE, CHAIRMAN
JOHN J. MERRILL
WILLIS HOLMES
COMMISSIONERS

STATE OF NEW YORK

CORPORATION TAX BUREAU

MORRIS W. GOODRICH
DEPUTY COMMISSIONER

TAX DEPARTMENT

ALBANY July 8 1926

REFER THIS FILE TO
STATE TAX DEPARTMENT
CORPORATION BUREAU

REFER TO FILE NO. A-344920 ATTENTION MR. Canfield

D.W.Griffith,Inc.
1476 Broadway
New York, N Y

Gentlemen:

In reply to your letter of June 16, you are advised:

The tax for the tax year beginning November 1, 1923, based upon the year of the company ending December 31, 1922, was assessed in accordance with the provisions contained in Article 9-A of the tax law in effect that losses sustained in prior years were not allowable deductions in arriving at the true net income of the corporation for franchise tax purposes. Such report showed among deductions the statutory loss for the year ending December 31, 1921. Its true net income was, therefore, the difference between such loss deducted and the loss for the year 1922 resulting from such deduction. In other words, had it not been for the deduction of the 1921 loss, the corporation would have shown a net income in the amount used as the basis of the tax.

Yours very truly

STATE TAX COMMISSION

By N.W.Canfield

N.W.Canfield
Deputy

D

WESTERN UNION
TELEGRAM
NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT
CLASS OF SERVICE: Telegram, Day Letter, Night Message, Night Letter — Blue, Nite, N L
If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.
The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

RECEIVED AT

NL4 116 1/6 NL

LOSANGELES CALIF 6

81

J C EPPING

X0609

CARE D W GRIFFITH 42 AND BROADWAY NEWYORK NY

FOR THE THIRD TIME MY $5.00 NOTE DUE MAR 16 1925 HAS BEEN RETURNED TO ME STATING OVERDUE AND NO EFFORT TO PAY YOU HAVE STAATED THAT $7.00 HAS BEEN PAID ON THIS NOTE THAT YOU WOULD ONLY PAY THRU MAMORONECK BANK I WANT TO KNOW BY RETURN NIGHTLETTER AT MY EXPENSE WHAT THIS IS ALL

S

WESTERN UNION
TELEGRAM
NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT
CLASS OF SERVICE: Telegram, Day Letter, Night Message, Night Letter — Blue, Nite, N L
If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.
The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

RECEIVED AT

4 SHEET 2/50

ABOUT AND WHY I CAN GET NO SATISFACTION ON THIS FROM YOU OR THE BANK NOW MR EPPING THIS IS NOT BUSINESS WHAT HAS BEEN DONE I MUST KNOW THE MATTER OF MY SALARY HAS BEEN TREATED LIKE A BIG JOKE ADDRESS 6141 AFTON PLACE HOLLYWOOD CALIF

HENRIK SARTOV.

1476 Broadway,
New York, N. Y.
July 6, 1925.

Mr. Hendrik Sartov,
Afton Arms,
6141 Afton Place,
Hollywood, Calif.

Dear Mr. Sartov:

I received your telegram, and regret to say that evidently the manner of liquidating our liabilities has not been made clear to you. For us to pay your $3,000 note in full would be utterly out of the question as it would mean that a number of other creditors would receive nothing at all on their indebtedness in that particular week. This cannot be done. We receive a certain amount of revenue every week, and out of it we pay a portion of each and every note coming due that week. For instance, if your $3,000 note is due we will probably renew it for $2500 for thirty days and pay $500 on account of it, and at the end of the thirty days we will pay another portion of it and again renew for the balance, until the entire amount is liquidated.

We have pursued this course with every one of our creditors, including salaried employees, and we have not received a single complaint about this matter excepting your own. Your note will be paid gradually, but to pay it at once is out of the question as this would mean throwing other creditors in the heap in that particular week. I do not see why you are so anxious. I never promised to meet your notes in full as they came due. This would have been impossible. Each note coming due is met in part and renewed for the balance. That is the way all our liabilities are being liquidated, and we cannot change under any circumstances as to do so would be shockingly unjust to our other creditors.

You evidently live in fear that we are not going to meet your note, but if so, such fear is groundless. If you have such fear it would have been much better for you to have left our employ long before your salary had accumulated to such a large amount. You will recall when we paid you $100 I asked you to resign as we were unable to pay you your salary, but you did not do this. Now you want to be paid in full in preference to other creditors. This is simply impossible.

Mr. Sartov
#4

I trust I have made this matter clear to you now, and that I will receive no further wires from you. It seems shocking that a man who has accumulated such a large amount of salary as you have should be the first one to complain when this accumulated amount is being paid in instalments. We have other creditors to whom we owe much more than you who are quite satisfied with our method of liquidating our debts. They realize that we are unable to do any better and appreciate our spirit of liquidating in a way that will pay them all in full eventually, and not work any injustice on other creditors. You are the only exception. I am surprised at this, Mr. Sartov, as it is in variance with the character of the man I know you to be. There is some other reason for this, but whatever it is it should not influence you to try and force us to change our manner of liquidating our debts, which we are doing in the best and most equitable way possible.

Very truly yours,

Treasurer.

D. W. Griffith, Inc.

JCE/CC

ERNST, FOX & CANE
COUNSELLORS AT LAW
[illegible] West [illegible] Street
NEW YORK
[illegible]
[illegible]
[illegible]
TELEPHONE [illegible]

153

July 10th, 1925.

Albert H. V. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:-

I was to hear from you definitely this week in regard to the "One Exciting Night" matter. I called you yesterday without success.

I enclose you a copy of a letter which I am sending to the United Artists Corporation, which speaks for itself.

There must be a substantial amount of money which they are withholding and which belongs to my client, Mr. Jacobs, and which he insists that he now receive.

Very truly yours,

David Fox

DJF:R
Enc.

July 10th, 1925.

United Artists Corporation,
729 Seventh Avenue,
New York City.

Attention of Mr. F.A. Beach.
Re: "One Exciting Night".

Gentlemen:-

I herewith return you the statement of Allied Artists Corporation, Ltd. of London showing payments made to my client, Mr. Jacobs, from April 4th, 1924 to March 27th, 1925. The items checked in pencil have been received. The two items marked "no" indicate the amount actually received which was in dollars and which appears to correspond with the amount in pounds shown on the statement.

I have received no moneys in this matter from England since May 11th last, and no moneys from any source since May 12th, last.

I would like a statement of all moneys received by you from that time together with a check for the share of the Griffith Company assigned to Mr. Jacobs.

If Mr. Abrams is withholding payment to reimburse himself for the sum of $5,927.47 which he sent us on May 19th in satisfaction of his personal guaranty, the same is without warrant or justification, which was explained to you some time ago over the telephone and which you seemed thoroughly to understand and Mr. Jacobs will not consent to any such withholding.

I await your statement and check.

Very truly yours,

DJF:R
Enc.

SAMUEL E. JACOBS ESQ.,

vs

D.W. GRIFFITH INC.

ONE EXCITING NIGHT

153

1924.					
Each week ending		4th Apl.		£	237. 2.6.
"	"	"	11th Apl.		206.10.0.
"	"	"	18th Apl.		170.12.6.
"	"	"	25th Apl.		164.10.0.
"	"	"	2nd May		175.16.11.
"	"	"	9th May		788. 7. 6.
"	"	"	16th May		83. 2. 6.
"	"	"	23rd May	(on a/c 20/5/24)	500. 0. 0.
"	"	"	6th June		22.18. 0.
"	"	"	13th June		164.10. 0.
"	"	"	20th June		84. 0. 0.
"	"	"	27th June		136.10. 0.
"	"	"	4th July		90. 9. 6.
"	"	"	11th July		170.12. 6.
"	"	"	18th July		22.17. 7.
"	"	"	25th July		40. 5. 0.
"	"	"	1st Aug.		59. 3. 0.
"	"	"	8th Aug.		38.17. 0.
"	"	"	15th Aug.		51. 7. 6.
"	"	"	22nd Aug.		25. 7. 6.
"	"	"	29th Aug.		114. 0.10.
"	"	"	5th Sept.		117. 8.10.
"	"	"	12th Sept.		95. 7. 6.
"	"	"	19th Sept.		55. 9. 6.
"	"	"	26th Sept.		50.15. 0.
"	"	"	3rd Oct.		71.15. 0.
"	"	"	10th Oct.		53.14. 6.
"	"	"	17th Oct.		40. 5. 0.
"	"	"	24th Oct.		91. 3. 6.
"	"	"	31st Oct.		49. 6. 3.
"	"	"	11th Nov.	$ 1000.00	~~216. 9. 0.~~ -X-
"	"	"	21st Nov.		13.13. 6.
"	"	"	28th Nov.		98. 0. 0.
"	"	"	5th Dec.		49. 0. 0.
"	"	"	12th Dec.		39. 4. 0.
"	"	"	19th Dec.		89. 5. 0.
"	"	"	23rd Dec.	$ 1000.00	~~212.15. 4.~~ -X-
1925					
"	"	"	27th Feb.		21.12. 6.
"	"	"	6th Mar.		40.19. 0.
"	"	"	13th Mar.		31.10.0
"	"	"	20th Mar.		17.10. 0.
"	"	"	27th Mar.		32.18. 0.

-X- Drafts for these amounts have been forwarded to United Artists Corporation.

WE CERTIFY THAT CHEQUES AND DRAFTS, AS SET OUT ABOVE, WERE DULY RECEIVED FROM THE ALLIED ARTISTS CORPN: Ltd.,

New York City,
July 10,1928.

First National Bank,
Mamaroneck,
New York.

Gentlemen:

We are enclosing herewith, our check in the amount of $750 together with our renewal notes for the balance of the following notes which you hold discounted for Henrik Sartov:

Due	Amount	Check	Renewal
July 12	$ 150	$150	- - -
July 16	2300	300	$2000.00
July 18	900	300	$ 600.00

Kindly return the cancelled notes.

Very truly yours,

D. W. GRIFFITH, INC.

By

Producers Distributing Corporation

469 Fifth Avenue
New York

July 10, 1925

REFERENCE REPLIES
FIRST THE FACTS
AND
THEREFORE

Mr. Albert L. Grey,
D. W. Griffith Incorporated
Orienta Point,
Mamaroneck, N. Y.

Subject HIS DARKER SELF

Dear Mr. Grey:

Your letter of July 1st, addressed to our Mr. John C. Flinn, has been turned over to the writer.

Our Mr. Burger has been requested to get in touch with you in regard to securing for you a print of HIS DARKER SELF for your use in the Far East.

Referring to your second paragraph, in which you state you are becoming alarmed by the cancellations on this subject, I wish to advise you that the reason for this seemingly large amount of cancellations is due undoubtedly to the fact that the branches have been cleaning house on their old contracts. In particular these cancellations are because of the fact that theatres have been closed or have gone into bankruptcy, and after very great effort by the branches to secure settlement, it has been decided that it is necessary to put through these cancellations. We do not anticipate that these will continue but reasonably expect that the sales and collections will continue on with this production. We also wish to advise you that we are at this time preparing a campaign toward cleaning up on all the unsold situations on this production, and we are sure that this campaign will result in a material effect in the sales and collections for this production.

Trusting that this is the information you desire, we are

Yours very truly
PRODUCERS DISTRIBUTING CORPORATION

Hayden O. Duke
Assistant Secretary

HOD/B

1476 Broadway
New York
July 11, 1938

Mr. Frank H. Brighton, Pres.,
Russell Gardens, Inc.,
Great Neck,
Long Island.

Dear Sir:

Replying to your letter of July 1st to Mr. Griffith, the photographs mentioned therein, had been forwarded to you a few days previous to the receipt of your letter and I presume same crossed your letter in mail.

However, the writer was unaware of the fact that you desired Miss Dempster to autograph these photographs and therefore they were only autographed by Mr. Griffith.

Yours very truly,

Secretary to Mr. Griffith

F. B. O. STUDIOS, INC.
PRODUCING STUDIOS OF FILM BOOKING OFFICES OF AMERICA
780 GOWER STREET
LOS ANGELES

TELEPHONE
HOLLYWOOD 7188

July 11, 1925

Mr. D. W. Griffith,
Paramount Studios,
Long Island City, N.Y.

Dear D.W.:

Enclosed you will find a photograph of three of your old-time actors. It was the first time we had been together since the good old days and we celebrated by having this taken especially for you. "When shall we three meet again" under your genial generalship? All good wishes to you from

Sincerely yours,

Ralph Cewes.

RL:jp

July 11 1935

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1474 Broadway,
New York, N. Y.
July 13, 1926.

Mr. John Flinn,
Producers Distributing Co.,
469 Fifth Avenue,
New York, N. Y.

Dear Mr. Flinn:

I spoke to you some time ago about the possibility of getting Mr. Jack White who is the general director for the Educational Films to take "His Darker Self" and cut it down to a two reeler, re-vamp it generally, with the possibility after that of an Educational release, in order to re-coup some of our hard earned money, which, at the present time, looks as though it is lost.

You were kind enough to have a print of "His Darker Self" sent to us to be forwarded to Mr. White in Los Angeles some weeks ago. I received a letter to-day stating that the print was not in any too good condition. It seems that there were quite a number of cuts made in the picture, and Mr. White is now asking for a new print where he can get the original continuity. I wonder, therefore, if you would be good enough to order a new print and have same sent to this office, and we will forward it to Mr. White.

I hate to bother you with these trivial matters as I know you are very busy, but I feel by taking them up with you I will get quicker action. Many thanks.

Very truly yours,

ALG/CC

Yor Dor
Ed

1476 Broadway,
New York, N. Y.
July 15, 1926.

Mr. John Flinn,
Producers Distributing Corporation,
469 Fifth Avenue,
New York, N. Y.

Dear John:

I wish to acknowledge receipt of a print of "His Darker Self" from your New Haven branch office, and to thank you for your courtesy and prompt attention to this matter.

With kindest regards, I remain

Very truly yours,

ALG/CC

$ 1200.00 NEW YORK CITY, JULY 14th, 1925

ON AUGUST 31st, 1926 after date we promise to pay to

the order of D. W. GRIFFITH

ONE THOUSAND TWO HUNDRED AND 00/100 Dollars

Payable at EMPIRE TRUST COMPANY, 41st STREET & BROADWAY, NEW YORK CITY, N.Y.

Value received D. W. GRIFFITH INCORPORATED.

No. Due ---8/31/26--- TREAS.

July 14th 1928.

Collector of Internal Revenue,
Third District,
510 Benox Avenue,
New York City. Attention Mr. Harry Newman:

Dear Sir:

I am enclosing herewith check to the order of the Collector of Internal Revenue, Third District, for $1,000. drawn by D.W.Griffith, Inc., dated June 15th.

Very truly yours,

D.W.GRIFFITH INCORPORATED

By_____
Secretary.

M/

New York City,
July 15, 1925.

Motion Picture Capital Corporation,
542 Madison Avenue,
New York.

Attention: Mr. W. R. Walker

Gentlemen:

We have this day deposited in the Hamilton National Bank check in the amount of $6000 which we received from the United Artists Corporation as income on our pictures.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

July 15th, 1925

Mr. Omear Bates
26 Liberty Street
New York City

Attention Mr. Kellogg

Dear Mr. Kellogg:

Pursuant to our telephone conversation this morning I am enclosing herewith proposed mortgage in the D. W. Griffith matter.

Very truly yours,

RR:HC
ENC.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TREASURY DEPARTMENT

INTERNAL REVENUE SERVICE

LOS ANGELES, CALIF.

OFFICE OF THE COLLECTOR
Sixth District of California
In replying refer to IT:GL

July 16, 1925.

Mr. B. T. Griffith,
130 East 42nd Street,
New York, New York.

This is the second letter we have mailed to you, notifying you of this refund, and unless you reply to same, it will be necessary for this office to return your check to the Treasury Department "un claimed".

Sir:

I am holding check # 547316 drawn in your favor by the Disbursing Clerk of the Treasury Department on account of an overpayment or overassessment of tax for the years 1921 in the amount of $ 356.69, with interest in the sum of $ 870.21 making a total of $ 1226.90 same appearing on Schedule IT-A-No. 12353.

Before I can release this check I will have to ask you to make a statement that there are no outstanding internal revenue taxes against you, which are due and payable, in this or any other office of the Collector of Internal Revenue.

It will also be necessary to state if you took credit in your income tax return filed during the current year for any amount representing an overpayment of tax on account of a prior year's account. If such credit was taken, please state the amount thereof and when the alleged overpayment of tax was made.

Respectfully,

Rex B. Goodcell

Rex B. Goodcell,

COLLECTOR.

HW
AGL MO

New York, N.Y.
July 12, 1925.

Dear Mr. Griffith -

Hope you will pardon my taking the liberty of writing. Have tried on several occasions to reach you, with no success.

Realizing that you are a busy man, would hardly expect you to remember me.

Would like very much to get a chance to work for "Famous Players".

Would more than appreciate anything that you might do

For me:

Sincerely yours,

Anna Hansen

110 West 49th.

August 1961.

C O P Y

1476 Broadway,
New York, N. Y.
July 17, 1928

Treasury Department,
Washington, D. C.

IT:R:S:V-1

Gentlemen:-

In reply to your letter of July 10th regarding the above numbered claim, I wish to state that John Powers is an American Citizen, and therefore we are not entitled to withould salary from him. I believe at present he can be reached at the Friars Club, 110 West 48th Street, New York City, but as we understand he is returning to England very soon we suggest that you get in communication with him without delay. While Mr. Powers worked for us he was a resident of this country, and we did not know that he contemplated going abroad in the future. At the time we reported the income, however, he had been in England for a few months and we gave you his London address.

Trusting this will explain the matter to your entire satisfaction, we are

Yours very truly,

D. W. Griffith, Inc.,

Asst. Treas.

CC/S

Macfarland & Mulaney
20 Lawyers Street
New York

William Macfarland
Hector M. Ross
Guthrie Curtis
Telephone
Bowe 1000

Wilkinson H. Sullivan
Gilbert L. Lyon
Hamilton A. Lyon

July 17th, 1925.

Albert H. T. Banshaf Esq.,
130 West 42nd Street,
New York City.

RE: Supplemental Agreement between Motion Picture Capital Corporation and D. W. Griffith, Incorporated.

Dear Mr. Banshaf:-

I duly received your letter of July 15th, enclosing proposed mortgage in the above matter. I am returning such proposed mortgage to you herewith, and have noted thereon some suggestions and corrections:-

1. I understand that the mortgage is to mature in three years, and the maturity date should, therefore, be stated to be August 1928, instead of 1925.

2. I do not recall what you told me with regard to the annual payments to be made on account of the principal of the mortgage. If annual payments are to be required in accordance with the contract, of course, it should be so stated in the mortgage. In any event, I think there should be a provision permitting the mortgagor to make payments on account of principal prior to the maturity date.

3. A line in the description was omitted at the bottom of page one. I have checked this description with the description in the contract, but I assume it will be further checked with the description as approved by the Title Company.

4. At the end of the description, you refer to the copy of easement annexed. I assume this will be annexed to the deed, and have, therefore, referred to the deed for the easement.

5. It is provided that the principal shall become due after default in payment of principal or interest for thirty days. It seems to me that this should be reduced to ten days.

6. You will note an obvious change in subdivision 11 of the covenants.

7. I have made certain changes in the release provisions, which you will note. My principal objection is to the selection of the three acres by the mortgagor. Of course, it is not intended, but this might be selected in such a way as to cut up the property badly. I think it would be better to provide for the release of this three acres upon its selection by the mortgagor and the mortgagee. I have not brought this matter of the release of the three acres to Mr. Wilson's or Mr. Walker's attention. I assume that you have done so.

Will you please have at least two copies of the revised purchase money mortgage made, in order that they may be annexed to the two original copies of the supplemental agreement as Exhibits. When you send me the revised purchase money mortgage, I will be obliged if you will return the copy which I enclose, so that I may compare the instruments.

Very truly yours,

Winthrop H. Kelly

Enc:

WHK:CB

RUSSELL GARDENS, INC.

GREAT NECK, L. I.

DIRECTORS
FRANK H. KNIGHTON, PRES. & TREAS.
RALPH W. HITCHCOCK, VICE-PRES. & SECY.
WALTER H. BOND
GEORGE NICOLS
A. BRUCE BIELASKI
GLENN E. FONTAINE
EDMUND E. FRISCH
ROBT. A. GARR, JR.
JULES E. ROSENTHAL

NEW YORK OFFICE
640 FRANKLIN BUILDING
BROADWAY CORNER 42ND ST.

COUNSEL
BOND & BARRON
15 BROAD ST. N. Y. CITY

DEPOSITORY
MANUFACTURERS TRUST CO.
100 BROADWAY N. Y. CITY

July 17, 1925.

Miss C. M. Conway,
Secretary to Mr. Griffith,
1440 Broadway,
New York City.

My dear Miss Conway:

It was awfully nice of you to write us under date of April 11th and our letters evidently did cross.

We received the photographs from Mr. Griffith and they are now framed and occupy a prominent place in our office. We are very proud of them.

Now I have been wondering if you would be good enough to have Miss Dempster autograph one of these photos, and we are sending same under separate cover. We would certainly appreciate it if you would do this for us.

Very truly yours,

RUSSELL GARDENS, INC.

Frank Knighton

President.

IK

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 427 So. La Salle St., Chicago, Ill. Telephone, Wabash 4321.

1925 JUL 19 PM 11 29

NK917 52 NL

NEWYORK NY 19

D A GRIFFITH

ROOSEVELT THEATRE CHICAGO ILL

I GREATLY APPRECIATE YOUR WIRE OF CONDOLENCE AND I HOPE THE PICTURE PROVES TO BE EVEN GREATER THAN THE CRITICS PREDICT IF THAT IS POSSIBLE I WOULD GIVE SHORTYS RIGHT ARM TO BE IN CHICAGO WITH YOU TONIGHT THE CORN FED LONE STAR STATER JOINS ME IN SINCEREST GOOD WISHES AS EVER

BILL FIELDS.

171

KOHLMAN & AUSTRIAN
[illegible] Broadway
NEW YORK

July 20th
1933

Albert H. T. Banzhaf, Esq.
130 W. 42d Street
New York City

Dear Mr. Banzhaf: RE: NOVELLO vs. D. W. GRIFFITH, INC.

Pursuant to your request we have written to Mr. Novello today requesting a statement from him in writing to the effect that he paid the United States income tax on all moneys paid to him by D. W. Griffith, Inc. for the services which he performed while in this country. On receipt of this assurance from him, we will furnish you with the proper letter.

Yours very truly,

Kohlman + Austrian

C.AWB

New York City,
July 20, 1928.

Motion Picture Capital Corp.,
342 Madison Avenue,
New York.

Attention: Mr. Walker

Gentlemen:

We have this day deposited in the Hamilton National Bank check in the amount of $6,000 which we received from the United Artists Corporation as income on our pictures.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

July 20th, 1928

Braun-Brown and Company
48 John Street
New York City

Attention Mr. Bass

Gentlemen:

In relation to stock certificates for Edgewater Point, Incorporated, will you kindly print one hundred certificates each of preferred and common stock for this corporation?

The certificate is to have printed thereon the provisions as per enclosure. The corporation is a New York corporation having 2500 shares of a par value of $100. each, representing the preferred stock, and 2500 shares of no par value, representing the common stock. The stock is to be signed by the president and countersigned by the treasurer or secretary.

These certificates are to be printed on your form #956, sample of which I enclose herewith, the common stock to be printed with the green border, and the preferred stock with the usual orange border.

AR:EC

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

United Artists Corporation
729 Seventh Avenue
New York

A.P.S.
423.22
247.65
670.87

July 20, 1925.

D. W. Griffith, Inc.,
c/o Motion Picture Capital Corporation,
342 Madison Ave.,
City.

Gentlemen:-

Herewith is check from the Allied Artists Corporation, Ltd. London, in the amount of £87 - 5 - 3, details of which are as follows:-

70% of collections less charges w/e July 3rd, 1925.

WAY DOWN EAST	£ 39 - 11 - 0
LOVE & SACRIFICE	47 - 14 - 3
	£87 - 5 - 3.

Very truly yours,

UNITED ARTISTS CORPORATION

F. A. Beach

Comptroller
F. A. Beach

R:SL

Enc.

POSTAL TELEGRAPH · COMMERCIAL CABLES

RECEIVED AT
434 SO. LA SALLE ST
CHICAGO

This is a fast Telegram unless otherwise indicated by signal after the number of words—"Blue" (Day Letter) "N. L." (Night Letter) or "Nite" (Night Telegram)

TELEGRAM

CABLEGRAMS TO ALL THE WORLD

DELIVERY NO.
410

STANDARD TIME INDICATED ON THIS MESSAGE

NYB375 51

Form 16

1925 JUL 21 PM 5 25

DI LONGISLANDCITY NY 21

D W GRIFFITH

BLACKSTONE HOTEL CHICAGO ILLS

NY OFFICE JUST INFORMED ME THAT IN ORDER TO PROTECT BOOKINGS BEING MADE THROUGHOUT COUNTRY IT IS NECESSARY TO PROCEED WITH RELEASE PRINTING WITHOUT FURTHER DELAY THIS VERY IMPORTANT SALES DEPARTMENT GREATLY DISTURBED AS THEY CANNOT GUARANTEE BOOKINGS WITH RELEASE PRINTING HELD AS IT IS THEY CAN GET BIG MONEY OUT OF BOOKINGS NOW AND ARE URGING THAT WE PROCEED WITH RELEASE PRINTING WITHOUT DELAY WONT YOU PLEASE WIRE ME TONIGHT AUTHORIZING THIS AS IT IS.

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

This is a fast Telegram unless otherwise indicated by signal after the number of words—"Blue" (Day Letter) "N. L." (Night Letter) or "Nite" (Night Telegram)

TELEGRAM

TELEGRAMS TO ALL AMERICA

THE MACKAY SYSTEM · POSTAL TELEGRAPH · COMMERCIAL CABLES · THE PULSE OF THE WORLD

CABLEGRAMS TO ALL THE WORLD

DELIVERY NO.

STANDARD TIME INDICATED ON THIS MESSAGE

Form 16

~~NYB375~~ SHEET TWO DI LONGISLANDCITY NY GRIFFITH CHICAGO ILLS

1925 JUL 21 PM 5 25

MOST IMPORTANT TO THEM REGARDS

EDWIN KING.

July 21, 1926

Mr. Ralph Kahn
c/o Famous Players Lasky Corp.
485 Fifth Avenue
New York City

Dear Sir:

Relative to the copyright of SALLY OF THE SAWDUST, I presume this matter will be taken care of through your office and the United Artists'. Usually the United Artists take care of such matters without special correspondence by having Mr. Brylawski deposit prints obtained from the Washington exchange.

Very truly yours,

AB:MC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM

File under Sartor S.

Los Angeles, California,
July 21, 1925.

Mr. J. C. Epping,
c/o D. W. Griffith Office,
1406 Broadway,
New York.

Dear Sir:-

Your letter of July 9th received.

As far as any explanation of liquidating your liabilities, will say that you have never before made any explanations to me. In fact, you have deliverately refused to answer my messages sent to you. Up to the time that practically all the notes had become past due and each time that the note was sent, either to you or to the bank, it was returned to me with the answer "It has been paid direct." But inasmuch as up to date I have not received any money or haven't been able to get from the bank a statement that you have paid, as you claim, my bank here consider it a joke.

Every time I sent the note to you for collection, it was returned to me. I am enclosing correspondence from the Manaroneck Bank, New York, sent July 9th, 1925. This is a sample of what I have received each time that I have mailed notes for collection, as per request. This is the third time this note has been returned with the same answer, and you repeatedly asked me to leave it for collection. Now, this note is dated November 19, 1924, and due on March 16, 1925. As I think may be the case, you have evidently sent renewal for this note through the bank in Manaroneck and have paid off the amount on this new note which they hold. They evidently think this another note and continue to return it with said answer.

Now, I wish you would look up your business affairs properly instead of sending insulting remarks about my business transactions with Mr. Griffith. As far as appearing over anxious and living in fear, as you say, etc., I consider this entirely uncalled for, as I daresay Mr. Griffith has never had anyone in his employ that has been more loyal or more patient. I have waited without listening to what I was told by bankers in New York before leaving, telling me what I should do with my notes. There is no one who respects Mr. Griffith higher than I, and I know he does not care to have you take it upon yourself to say you had asked me to resign. As a matter of fact, when I left, I was still on contract which would not have expires before fall of 1925. At the time the financial difficulties arose, I was asked by Mr. Griffith to wait until matters

straightened up, I volunteered to release my contract and leave, and I know of no time when I was hired or fired by you or where you get the authority.

My notes came due, and sent them in a businesslike manner, and each time received insults from you - if I received any reply. You made the statement at the time I left, signed by you, and sent to the Manaroneck Bank that there was plenty of money to take care of my salary notes and they would be met in thirty days without asking further extension. As you will recall, you had one extension of a note before I left New York. This letter was signed by you and taken to the Manaroneck Bank by me personally.

After I arrived here and notes became due, I could get no reply to my letters or messages, and when I finally sold one note to Bell and Howell, due in February, 1925, I get your first reply that they had accepted your terms. This I understand satisfactorily and has been taken care of accordingly.

It seems like each time I try to find out about my other notes - where and how you had paid them - you seem to resent it, and it is about time this should be stopped. I have shown my intentions to wait until Mr. Griffith's ability to pay. The answers you have sent are uncalled for. And what I want to know is where the money has been paid, and if you have sent renewal to the Manaroneck Bank for this note, and where you want me to send it now, as bank here refuses to send it any more and have returned here with the same answer.

If you have paid off $700 on this note, I should be able to keep it there for payment. It must be some neglect on your part. Perhaps you sent a renewal note to this bank without instructing them to keep the original note and not continue to return it, saying no effort has been made to pay it. Therefore, I can only feel it must be some neglect on your part.

I tried to leave the note here for collection as I thought it was a mix-up, for they continually returned it, but you insisted you would only pay through the bank there, so I returned it, and it has again been sent back. You state my bonds will be returned from the bank. As yet I have not received them, although have written for statement as to what has been done. So far no reply.

As regards the notes, have received $700 credit which must be for payment on this note that you are continually returning, although your statement shows that you have paid $1,000 off on this note. I trust you will make it clear to the bank, so I can hear from them what you have paid.

Yours sincerely,

Henrietta Santos

Address:
6141 Afton Place,
Hollywood, Calif.

1476 Broadway,
New York, N. Y.
July 21, 1928.

Mr. Hermann Hubsch,
Ed Reichsgrafen Str.,
Freiburg (im Breisgau)
Germany.

Dear Mr. Hubsch:

Mrs. Epping is leaving here for Baden Baden next Saturday, the 28th and some time or other she will be in Friburg and she will then avail herself of the pleasure of paying you a visit. Meanwhile, I want to take the liberty of addressing some of her mail in your care, and I request that you please hold same until she arrives, for which I thank you in anticipation.

With very kindest regards to Mrs. Hubsch and you, in which Mrs. Epping joins, I remain

Sincerely yours,

JCE/CC

1476 Broadway,
New York, N. Y.
July 24, 1928.

Mr. A. M. Hubsch,
Transocean Film Company,
Germany.

Dear Mr. Hubsch:

Mrs. Epping is leaving here next Saturday for Germany, and some time will be in Berlin when she will avail herself of the opportunity of calling on you. Any courtesies you can extend to Mrs. Epping will be very highly appreciated.

With very kindest regards to Mrs. Hubsch, you and your associates, I remain

Sincerely yours,

JCE/CC

GASCOIGNE, REID AND COMPANY, INC.

INSURANCE

5 EAST 44th STREET

NEW YORK

July 21, 1925

Miss A. Campbell,
c/o D. W. Griffith, Inc.,
1474 Broadway, N.Y.C.

Dear Miss Campbell:

Respectfully referring to our letter of July 13 in connection with Fire Insurance rates on Mr. Griffith's furnishings at Manhattan Warehouse and the Hotel Astor, we would inquire whether we can be of any further assistance to you.

Yours very truly,

GASCOIGNE, REID AND COMPANY, INC.

By Edw. P. Gioslaude

Manager

EPG:B

LEADING CIRCUIT OF THEATRES IN INDIANA

Gem, Lincoln Square, Manhattan, Gayety — Indianapolis, Ind.
Lyric, Royal Grand, Orpheum — Marion, Ind.
Crump, American — Columbus, Ind.
Grand, Marion — Martinsville, Ind.
Why Not, Lyric — Greenfield, Ind.
Alhambra — Shelbyville, Ind.

Frank J. Rembusch, Directing Manager
GENERAL OFFICES:
[redacted]
Indianapolis

Rembusch Screen Co., (Projection Screens) Shelbyville, Ind.

615 Board of Trade Bldg.

July 21, 1925.

Mr. D. W. Griffith,
Blackstone Hotel,
Chicago, Illinois.

Dear Mr. Griffith:

The Epoch Company contracted with me to show "THE BIRTH OF A NATION" at the Grand Theatre, Terre Haute, Indiana, on a basis of 6-60 all the way through.

The Epoch Company specifically agreed to see that the picture could be played, arranged to get an injunction and have all the legal matters in readiness for us to play without any cost to us.

We proceeded to advertise the picture, United Artists sent us paper on which we paid a C.O.D. of $170.00, and we posted it all over the county so that we spent between $400. and $500. on the picture, in addition to the lost of prestige.
We have wired and written the Epoch Company and we are unable to get any reply. We insist that the Epoch people go through with their contract, and we kindly ask you to help us get the picture played.

We have some attorneys who will take the proposition on a $600. guarantee and they will start proceedings at once and take the first money out of the gross receipts. Would like to start to play this picture August 3rd and play it just as long as it will hold up. I kindly ask you to concur in this matter. If I can get action I will be glad to come up to Chicago when I receive a wire from you and close up the deal.

You will probably remember the writer. We have met many times away back in the old days. You were a member of the Federal Censorship Committee with me and when I was National Secretary I was in conference with you many times. Lately I have gone back into organization work and at the present time am State President.

I also sent you one of Charles Major's works, which your

Secretary advised you thought very well of,and I would like very much to sell you the rights to "A FOREST GIANT". Mrs. Major has passed away since I wrote you last and the motion picture rights must be sold and I can make you a very good deal on the same.

Right now, I am very much interested in Terre Haute and want to hear from you by wire,immediately.

Very truly yours,

FJH/et.

You sold us "Eclipse" at 12000=
Chic. Not yet, I never will forget that

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of words, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

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Received at 427 So. La Salle St., Chicago, Ill. Telephone, Wabash 4381.

1925 JUL 22 AM 10 44

NM39 47 BLUE

NEWYORK NY 22 1057A

D W GRIFFITH 16075

SALLY OF THE SAWDUST CO ROOSEVELT THEATRE CHICAGO ILL

FAMOUS VERY ANXIOUS OPEN NEW THEATRE FRISCO WITH SALLY AUGUST EIGHTH STOP TAKES FIVE DAYS PRINT MUSIC REACH THERE WILL YOU BE BACK IN TIME OKAY PRINT STOP THINK WE SHOULD MAKE THIS OPENING IF POSSIBLE AS THEY NATURALLY WILL SPEND PLENTY MONEY OPENING NEW THEATRE REGARDS

A L GREY.

LAW OFFICES OF
LOYD WRIGHT
608 608 BIG CURRIER BUILDING
LOS ANGELES, CAL.

July 22, 1925.

Mr. Albert H. T. Banshaf,
Attorney-at-Law,
130 West 42nd Street,
New York, N. Y.

Dear Mr. Banshaf:

Your letter of July 6, 1925, enclosing copy of summons and complaint in a case against Mr. Griffith, brought by O. H. Osbourne received.

I have not as yet received any word from Mr. Sternlov, and do not know where to reach him.

I suggest that you wire him and tell him to communicate immediately with me, so that we can proceed without further delay or expense, to settle the matter.

With kindest personal regards, I am

Very truly yours,

LW/h

Loyd Wright

Virginia Hotel, Chicago

ASHTON STEVENS

Dear Griffith:

I am leaving the play for you — "Mary's Way Out." And I'll think you enormously for your interest and an effort to place it well.

I'm sorry we couldn't have got together for dinner and a talk. It's too long since I've enjoyed a good talk with you.

Faithfully,

Ashton Stevens

July 22 — 1925

July 28, 1925

Mr. Winthrop M. Kellogg
26 Liberty Street
New York City

Dear Mr. Kellogg:

I am enclosing herewith copy of proposed mortgage in re Griffith-Hammons contract, together with copy of the letter which I wrote to Hammons under date of January 9, 1925 setting forth the modified terms of the written contract between the Griffith Company and Hammons, copy of which you have. By the terms of the letter you will note that the mortgage for the sum of $355,000 is to be for a term of four years from the date of closing instead of the three years as you suggested in your letter.

There are no annual payments to be made on the mortgage under the contract as modified. We rely more upon the fact that the releasing of acreage will automatically reduce the principal of the mortgage from time to time. We have provided for the payment of the principal on or before the date of maturity.

Regarding the line omitted, at the bottom of the second page, this was due to the error of the stenographer in improperly matching the carbon copy in the typewriter, and the same has been corrected.

The copy of the easement will be annexed to the deed or if not so annexed, will be at least referred to therein.

I do not believe the purchaser would consent to changing the default clause as to the payment of either principal or interest, from thirty to ten days. I think thirty days under the circumstances is reasonable.

We have noted the change in paragraph 11 of the covenants, and have added the Federal government as well, since there may be some proposition arising out of wharfage or water rights which the government might object to.

Regarding the release of the three acres, we have used your language. You will also notice that this has been provided for in my letter to Hammons, a copy of which I am sure was attached to the original contract. A copy thereof Wilson and Walker also have, and they therefore must have full knowledge thereof. It may be that this matter has temporarily escaped their memory, and frankly, I do not recall whether I specifically mentioned it to them or not, but since it is only a question of three acres, it is of no consequence, since Hammons will have paid at the time of closing $130,000 for his equity.

I am enclosing the copy of the mortgage as revised by you in pencil, for your information.

Your proposed contract seems to be satisfactory except in the recital that "the purchaser has approved the mortgage annexed". This mortgage, of course, will not be approved as to all its terms until the date of closing, at which time the Title Company man will pass upon the same and it may be that he will ask for some change of phraseology, and may insist upon the right of selection of the three acres proposed to be released, and since such acreage can only be released north of the water tank, it is, I believe, not very important whether the selections are made since it is for their own protection in accordance with their own general scheme of development.

There is another item in your proposed contract relative to the disbursements of the funds so borrowed, viz., where you state such funds shall be used only in paying taxes. Such taxes, it should be understood, would of course include the annual franchise taxes which are due to the State of New York for the last two years. These are one of the items I referred to in my letter to be paid out of such funds.

Will you please give this matter your usual prompt attention in order that we may close this matter up Thursday or Friday of this week.

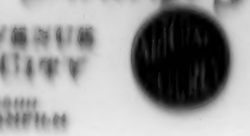
Very truly yours,

AB:EC
ENC.

FAMOUS PLAYERS - LASKY CORPORATION

Paramount Pictures Artcraft Pictures

485 FIFTH AVENUE
NEW YORK CITY



188

OFFICE OF RALPH A. KOHN
ASSISTANT SECRETARY

July 22, 1925.

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

My dear Mr. Banshaf:

While there is no obligation on our part to permit Mr. Griffith to approve contracts for "SALLY OF THE SAWDUST" or any of his pictures which we distribute, we have no objection to him approving the contracts which United Artists may make for the distribution of that picture.

Yours very truly,

FAMOUS PLAYERS-LASKY CORPORATION

By Ralph A. Kohn
Asst. Treasurer.

Delivered signed copy to Ralph Kohn July 27-25 AB

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 9300
CABLE ADDRESS FAMPLAY

188

OFFICE OF RALPH A. KOHN
ASSISTANT SECRETARY

July 28, 1925.

Albert H. T. Banshaf, Esq.,
130 West 42d Street,
New York City.

My dear Mr. Banshaf:

Whether you have had the "SALLY OF THE SAWDUST" contract approved by Griffith, or not, will you please deliver it to bearer so I can have copies made here. Unfortunately I have no copies in my office and everybody around here is asking for one.

Yours very truly,

Ralph A. Kohn

1476 Broadway,
New York, N. Y.,
July 22, 1925.

Mr. R. Grosalaude,
Gassaigne, Reid & Co.,
5 East 44th St.,
New York, N. Y.

Dear Mr. Gros[illegible]de,

Replying to your letter of July 21st, kindly be advised that we are not going to insure Mr. Griffith's effect in storage or in the hotel, at least not for the present.

Will you also kindly have proper note made in your office that all communications, written or telephone, pertaining to Mr. Griffith's personal insurance matters are to be taken up with me, and not with Miss Campbell, as I handle such matters for Mr. Griffith.

Thanking you,

Very truly yours,

Secretary to Mr. Griffith.

CC/S

[redacted]

July 22, 1925.

TO THE SHAREHOLDERS OF THE
CONTINENTAL NATIONAL BANK
OF LOS ANGELES, CALIFORNIA.

Notice is hereby given that there will be a meeting of the shareholders of the Continental National Bank of Los Angeles, California, to be held at the office of the Commercial National Bank of Los Angeles, California, corner of Ninth and Main Streets, at 3:30 P. M. on the 27th day of August, 1925, for the purpose of voting the Continental National Bank of Los Angeles into voluntary liquidation, the appointment of a Liquidating Agent and the transaction of such other business in connection with placing the Bank in voluntary liquidation as may properly come before the meeting.

CONTINENTAL NATIONAL BANK OF LOS ANGELES,

By Thomas R. Bishop
President.

1476 Broadway,
New York, N. Y.
July 24, 1923.

Miss Bainbridge,
Famous Players Studio,
Long Island City.

Dear Miss Bainbridge,

I would appreciate it very much if you will kindly hand the photographs and letter which I am sending herewith to Miss Dorothy Cumming the next time she is in your office.

Thanking you, I am

Yours very truly,

Secretary to Mr. Griffith.

CC/S

[illegible]

MOTION PICTURE CAPITAL CORPORATION

[illegible] EAST 46 TH STREET

NEW YORK

[illegible]
PRESIDENT

July 24, 1934.

Mr. A. H. T. Bunshaft,
150 East 42nd St.,
New York City.

Dear Mr. Bunshaft:

I am enclosing herewith copy of proposed supplemental agreement between David W. Griffith, D. W. Griffith, Inc., and Motion Picture Capital Corporation.

I am also enclosing herewith page 5 of proposed agreement, which has been revised slightly, in accordance with your desire. This page should be substituted for page 5 of the agreement which you now have.

Upon page 6 of the agreement, line 6, after the word "taxes", please have interlined the words "which may be a lien". Kindly advise me when these agreements have been properly signed, so that I may get together with you and close this matter up promptly.

Very truly yours,

MOTION PICTURE CAPITAL CORPORATION.

By Wm. R. Walker
Assistant Treasurer.

W:G
ENC.

FAMOUS PLAYERS-LASKY CORPORATION

INTER-OFFICE COMMUNICATION

Mr. A. M. Sippel

To Mr. J. J. Gain

Date July 24, 1928.

Mr. Pierson told me last night that there had been a charge of over $3,000 for wardrobe for Mr. Griffith's picture. I asked Mr. Smith this morning if he knew what this charge could be, and he said he did not. I am therefore giving you an itemized list of the costumes ordered for Miss Dempster, Miss Chambers, Miss Auer and Miss Waterman. You will note that I have put in the dates when these costumes were started and finished. This, however, does not indicate the amount of time spent on them. All of Miss Dempster's clothes have been very simple and could not possibly have taken over three days to complete. In fact, the tan cotton dress was made in one day as you will see by Mr. Clark's own records. The material could not have been over $1.50 per yard, if it was anywhere near that.

I cannot see where there could possibly be an expense of $3,000 on these clothes. During the time the dressmaking shop was not working on Miss Dempster's clothes, I judge their time went into remodeling garments from the wardrobe, as this was discussed by Mr. Smith, Mr. Clark and myself. Possibly this charge has been put against Mr. Griffith's production.

As there are still dresses which Miss Dempster has used from her own wardrobe, and for which I have not issued orders, I would appreciate your advice as to what I should do with regard to them. There is also a duplicate pair of shoes which I have not ordered; also a duplicate wig. We have not as yet bought her motor coat, which is liable to average anywhere from $175. to $250. The following are the orders which have been made in the dressmaking department:

COSTUMES FOR MISS DEMPSTER

No.		Started	Finished
136	Blue serge dress	6/17	7/13 (discarded)
144	Black satin (errand girl)	6/29	7/9
146	Grey satin " "	6/29	7/10
158	Yellow taffeta	7/7	(for test-not used)
163	Tan cotton (copy of own dress)	7/9	7/10
167	Green Casha	7/10	(discarded)
172	Yellow velvet	7/10	
168	Green silk poplin changed to Yellow Casha	7/10	(discarded)
	Black satin dance dress	(not started)	
156	Blue serge & check silk	7/7	(never fitted)

Form No. 40

FAMOUS PLAYERS-LASKY CORPORATION

INTER-OFFICE COMMUNICATION

To Mr. Gain - Date

-2-

On July 8th, Miss Dempster asked to have everything fitted that was ready. She tells me a pink satin evening dress was fitted for Mr. Griffith to pass on. He discarded it. Also the blue serge No. 1 and black and grey satin, numbers 2 and 3 - these had been fitted before - twice, I believe.

On July 11th, Miss Dempster brought in her own dress, like No. 10 and is using it in the picture.

On July 16th, Miss Dempster fitted Nos. 6 - 7 - 8. Miss Morgan said she had nothing more to fit her, with the exception of a remodeled dress of Miss Daniels, which Miss Dempster tested in.

LIST OF COSTUMES FOR MISSES CHAMBERS, AUER AND WATERMAN

No.			Started	Finished
154	Miss Waterman	- black velvet (remodeled)	7/3	7/6
155	Miss Auer	- purple beaded (from stock)	7/6	7/22
159	Miss Auer	- red emb. beaded	7/7	7/8
160.	Miss Auer	- " " duplicate	7/8	7/10
161	Miss Chambers	- red emb.	7/7	7/8
162	Miss Chambers	- " " duplicate	7/8	7/10
173	Miss Chambers	- (stock)	7/13	

H:gr

MacCrellish & Muchnic
40 Lunney Street
New York

Telephone
[illegible]

William MacCrellish
Julian M. Hess
Guthrie Castle

Clarence H. Mallison
Herbert L. Cohen
MacCrellish & Cohen

July 24,1925.

A. H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:- In re: Griffith Agreement.

I wish to acknowledge your letter of July 22nd which I was unable to give attention to until today because of the press of other matters.

I have modified the proposed Griffith Agreement so as to recite that the proposed purchase money mortgage should be in the form annexed to the contract with such changes therein as may be approved by the parties to the agreement. I have also changed the provision with regard to the payment out of the funds to be loaned, because of what you say with regard to the franchise taxes. Of course, it is the intention that part of the money should be used in paying such taxes. We will allow the default clause in the mortgage to remain as you drafted same. I would like to be advised of the time set for the closing of the title to the Mamaroneck property. I would like to be present at this closing so as to finally approve the purchase money mortgage on behalf of Motion Picture Capital Corporation.

I am sending you herewith three copies of the easement agreement which we had made to be annexed to the mortgage. If this easement agreement is not already of record,

I think it should be made a part of the deed and you may use the enclosed copies for that purpose.

Very truly yours,

WMK.V.
encl.

Agreement made and dated the 19th day of January 1960, between RAY L. ERB and MARY ELIZABETH ERB, his wife of the Boro of Manhattan of the City of New York, in the County and State of New York, parties of the first part, and D. W. G. CORPORATION a corporation organized and existing under and by virtue of the laws of the State of Delaware, having its principal office for the transaction of business in the State of New York at No. 2 Rector Street, in the Borough of Manhattan of the City of New York, in the County and State of New York, party of the second part.

WITNESSETH:

WHEREAS, the parties of the first part are the owners of certain premises at Delancey's Neck in the Town of Mamaroneck, County of Westchester and State of New York which on a certain map entitled "Map of Fishing Hommock, Radcliff Property, Mamaroneck, Westchester County, N.Y." made by Purdy G. Sands, Surveyor, Portchester, N. Y., May 15, 1884 and filed in the office of the Register of Westchester County on July 24, 1884 as Map No. 738 are designated as Plots "1", "2", and "4", and

WHEREAS, the party of the second part is the owner of certain nearby or adjoining premises in said Town, County and State formerly known as the "Flagler" and "Crawford" premises, and

WHEREAS, the party of the second part is desirous of acquiring a permanent right of way or easement over the premises above mentioned owned by the parties of the first part,

NOW THEREFORE, in consideration of the sum of One Dollar and other valuable considerations to them in hand paid the parties of the first part do hereby give and grant unto the party of the second part, its successors and assigns forever;

A permanent right of way or easement to maintain a line or lines of poles or conduits and electric or other wires intended to furnish light, power, telephone and/or telegraph service to and from the said "Flagler" and Crawford" premises, over, upon or under the premises hereinabove mentioned owned by the parties of the first part. Said wires are to be strung upon poles or placed in conduits and said poles or conduits shall, at the request of the then owner of the premises above mentioned now owned by the parties of the first part, be removed (once only) by the party of the second part, its successors and assigns to a reasonable location upon the premises of the parties of the first part indicated by the then owner of the premises now owned as above mentioned by the parties of the first part.

The parties of the first part do also hereby give and grant unto the party of the second part, its successors and assigns a permanent easement of ingress and egress for itself, the agents and/or servants of any Company or Corporation supplying the aforesaid service over, upon, across or under the said premises of the parties of the first part for the purpose of constructing, maintaining, repairing and/or changing said pole, conduit or other lines above mentioned.

The above mentioned right of way or easement shall run to the owner or owners of said adjoining or nearby "Flagler" and "Crawford" premises, their heirs, successors and assigns forever and also to the owner or owners of certain other adjoining or nearby premises known as the "Constable" premises, their heirs, successors and assigns forever, reserving to the parties of the first part, their heirs and assigns a right to the use of said pole, conduit or other lines for service as aforesaid to the premises hereinabove mentioned now owned by the parties of the first part.

WITNESS the signature and seals of the parties.

In presence of:
C. J. REID
J. C. Epping

Ray L. Erb (LS)
Mary Elizabeth Erb (LS)
D.W.G. CORPORATION
By: Albert H. T. Bannhaf,
President

State of New York, County of) ss:

On this 19th day of January 1920 before me personally came Ray L. Erb and Mary Elizabeth Erb, his wife, to me known and known to me to be the individuals described in and who executed the foregoing instrument and duly acknowledged that they executed the same.

CORNELIUS J. REID,
Notary Public, Queens Co.2698
New York Co.381
Westchester Co.

State of New York, County of New York (ss.:

On this 20th day of January 1920 before me came Albert H.T.Banzhaf to me known, who being by me duly sworn did depose and say that he resides in Brooklyn, New York City that he is the President of D.W.G.Corporation the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

F.J.Farrington
Commissioner of Deeds of the City of New York
My commission expires March 18, 1921
Certificate filed New York Co. Clerk 39
New York Co. Reg.21020
Bronx Co.Reg.21004
Kings Co.Reg.1010
Richmond Co.Clerk's Office
Queens County Clerk 3285

Recorded in the office of the Register of the County of Westchester, in Liber 2235 of Deeds Page 127 on the 22nd day of Jan.A. D. 1920 at 10 o'clock 28 min. 9 M.
Witness my hand and official seal.
James K. Apgar Register.

Monsieur W. GRIFFITH
Director
Paramount Pictures Corporation
studio
HOLLYWOOD California U.S.A.

My dear Sir,

Miss Tatiana Richterova and Miss Mina Richterova, one of 20 and the other of 17 years are two girls of one of the best family of Tchecoslovaquie. They want to become cinema actresses, both are very godd looking full of life and charm.

The eldest Tatiana visited Paris two years ago and had a great success in the society. They are my great friends and adressing myself to you Sir, I am trying to help them.

I saw lately that the cinema producers were looking for a second Mary Pickford, well I am sure that Tatiana is just the type of the girl who can personify the celebrated actress.

Both girls have been filmed and if you want to charge one of your agents in Europe to see them you can write to the following adress : Miss Tatiana Richterova, Bychory u Kolina. Tchecoslovaquie.

Bychory is a country place which belongs to them near Prague, or they might send you the taste films. Will you kindly write me you decision.

Sincerely your's. Grand Duke Alexander of Russia

6 Square Alboni 7/XI/1921. — Paris.

Form 1042
U. S. Internal Revenue

Collector will stamp here the date of filing. The receipt is acknowledged by number.

ANNUAL RETURN OF INCOME TAX TO BE PAID AT SOURCE

ON SALARIES, WAGES, RENT, ETC., PAID TO NONRESIDENT ALIEN INDIVIDUALS, FOREIGN PARTNERSHIPS HAVING NO OFFICE OR PLACE OF BUSINESS IN THE UNITED STATES AND CORPORATIONS NOT ENGAGED IN TRADE OR BUSINESS WITHIN THE UNITED STATES AND HAVING NO OFFICE OR PLACE OF BUSINESS THEREIN

For Calendar Year 1923

Do not write in this space

PAYMENT

$

(Cashier's Stamp)

This return must be made to the Collector of Internal Revenue for the district in which the withholding agent is located, on or before March 15, 1924, and the tax must be paid on or before June 15, 1924.

D. W. Griffith, Incorporated,
(Name of withholding agent.)

Orienta Point, Mamaroneck, N. Y.
(Address in full.)

CASH CHECK M. O.

Examined by

IT:R:S:V-1

INSTRUCTIONS

This return is required to be made by all individuals, corporations, and partnerships, in whatever capacity acting, including lessees or mortgagors of real or personal property, fiduciaries, employers, and officers and employees of the United States having the control, receipt, custody, disposal, or payment of interest, rent, salaries, wages, premiums, annuities, compensation, remuneration, emoluments, or other fixed or determinable annual or periodical gains, profits, and income of nonresident alien individuals, foreign partnerships and corporations not engaged in trade or business within the United States and not having any office or place of business within the United States.

The law requires that there shall be deducted and withheld a tax equal to 8 per centum of the amount paid as salaries, wages, rent, etc., to nonresident alien individuals and partnerships having no office or place of business in the United States and 12½ per centum of the amount paid to foreign corporations. If any tax required to be deducted and withheld is paid by the recipient of the income, it shall not be recollected from the withholding agent. Income derived from dividends allowed as a credit for tax is not subject to withholding.

Residents of Canada and Mexico.—Under the provisions of Section 216(c) of the Revenue Act of 1921 as amended March 4, 1923, in the case of a nonresident alien individual the personal exemption shall be only $1,000. If the alien is a resident of Canada or Mexico, however, in addition to a personal exemption of $1,000, he is entitled to a credit of $400 for each person (other than husband or wife) dependent upon and receiving his chief support from the taxpayer, if such dependent person is under eighteen years of age, or is incapable of self-support because mentally or physically defective. Such exemption and credit for dependents may be claimed on this form in connection with salaries and wages only. In such cases the employee must file Form 1115 with his employer not later than February 1 of the succeeding year.

I swear (or affirm) that the following is a true and complete return of all payments of salaries, wages, interest, rents, etc., made during the calendar year 1923 by the above withholding agent and of the tax withheld on payments of income, as above described, to nonresident alien individuals, foreign partnerships, and foreign corporations.

Rate	Amount Paid	Tax Withheld
8%	$	$
12½%	$	$
Totals	$	$

(Signature.)

Secretary
(Capacity in which acting.)

Number of Claims for Credit, Form 1115, attached to this return

Sworn to and subscribed before me this 25 day of July, 1925.

(Signature.) (Title.)

Name of Individual, Partnership, or Corporation to whom Paid	Address in Full	Amount of Income Paid	Exemptions and Credits	Amount Taxable	Amount of Tax Withheld
~~John Powers,~~	c/o ~~Covered Wagon Co., London, England.~~	$ ~~4050 00~~	$ American Citizen	$	$
Ivor Novello,	London, England.	11000 00			
Totals		$	$	$	$

Clothes Make the Stars—Acting Often in Rear

By REGINA CARROLL

Gather around. There is much of moment to discuss.

We are about to launch into a poignant subject. It is our contention that clothes make the average movie star rather than the average movie star making the clothes.

We divide clothes and the stars who fill them into three distinctive:—

First—Low gowns, chiefly so in cut, with long, light lines, more the

Alleen Pringle

Rita Naldi

vamp. Enter Rita Naldi, Alleen Pringle (when she vamped), Mae Murray (also when she vamped), Helene D'Alaz, Margaret Livingston, Lilyan Tashman.

Second—Fluffy, vapurish frocks, wicked in their very innocence, make the flapper flap. Whereupon we list Virginia Lee Corbin, Clara Bow, Laura La Plante, Alberta Vaughn and Colleen Moore.

Third—Charming, chic, ultra-gowns enable the heroines to heroine. We top an endless list with Gloria Swanson, Norma and Constance Talmadge, Corinne Griffith, Norma Shearer, Marion Davies and Pola Negri.

There is a very select list which we shall define as character players—though they are stars—who create the atmosphere desired, with clothes playing a menial role. We nominate for this hall of fame Carol Dempster, Zasu Pitts, Mae Busch, Norma Shearer, Marion Davies and Constance Talmadge.

Of course, we realize that there are many hundreds of feminine players drawing pay checks from producers, but we have neither space nor time to go into these fulsome details.

A vamp, from the beginning of cinema lore, has exposed plenty of back and considerable front. She has slanted her eyes, pouted her lips, made up her cheeks and offered herself unblinkingly to cen-

Colleen Moore

Laura La Plante

sorial scissors. Theda Bara was the first woman in the 20th century to exploit professionally the type that made Antony forget he soldiered for a living; that made Greece slip over Helen of Troy; that made the Court of Louis (the number eludes us) do the Charleston when Du Barry frowned; that prompted King Ahasuerus to turn over half his kingdom to Esther just for a smile.

Vive la vamp, or words to that effect. Modistes have made the vamp's costume, or lack of it, an art on the screen. Show a director a brunet built on long, slim lines, with a face that is easy to gaze upon, and he'll turn her over to a modiste, who will dress her in what is deemed the sexy mode and another lurer marches into fame. Naturally, if she can act, that may help. It may.

As for the flapper—bring on the voile, or whatever flounces and vapors all over the place. Mae Murray, by just changing from a low-cut gown and high-dressed hair to fluffs and ringlets, becomes a flapper—puff, like that. And still, all Mae does is to carry on the jazz. She commences to wiggle like a girl pestered by a pin sticking her and crazy to squirm it back in place. The vicious, however, does is to be interpreted by the clothes.

We pause to dab and dote over the heroines. The ex simple to heroine. Adorned in a Parisian evening gown, Corinne Griffith can just stand still and gaze steadily into the camera. You'd know she was the heroine before the subtitle crowded the information before you in long, superlative sentences. Take another peep at the dress.

Before Gloria Swanson decided to become a screen laundress (we refer to "Madame Sans-Gêne"), or, to go back a bit further, before she made Zaza, she was known as the highest paid "clothes horse" in the silent drama. She can still clothes-horse, when occasion demands it, and here is a crowded life, but she has also demonstrated an amazing flair for real, as well as real, acting.

The time is rapidly coming, unless the "monkey" trial in Dayton, Tenn., put a stop to evolution, when clothes will have to be a minor part of a star's stock and trade. We say rapidly, estimating a century in that nonchalant manner.

Look at Carol Dempster. We haven't been among the fortunate ones to view her new D. W. Griffith picture, "Sally of the Sawdust."

Constance Talmadge

Corinne Griffith

but critics and writers who react the way we do to most of the stars—you'll be surprised to know the number is impressive—tell us Carol gives one of the best histrionic performances the screen has ever flashed. This, mind you, despite the fact that she enacts the role of a waif who lurks in the wake and oftentimes alongside a circus.

Zasu Pitts is another sterling actress who stands at the very top. In "Pretty Ladies," Monta Bell's production which ran recently at the Capitol, and in "Greed," she breathed life into her celluloid characterizations.

Norma Shearer has the same gift and she is just beginning her career. Likewise, Pola Negri. Marion Davies, too, is demonstrating her talents as a splendid actress.

We aren't at all avaricious in our desire to see sincere acting. If we were, we would be a raving lunatic by this time. There is romance in clothes. There has been since Eve tried to make a fig leaf look nifty. That's why most of the different types in pictures are still on the producers' payrolls.

The day when the screen will enter its Utopia will be the day when actresses make the clothes, and not clothes the actress.

Zasu Pitts

Mae Busch

JERSEY PUPILS TO GET "DECLARATION"

Copies of Constitution Also to Be Given School Graduates

A copy of the Declaration of Independence and of the Federal and state constitutions will be presented to every grammar school graduate by the state of New Jersey. Provision for this was made at the last session of the state Legislature.

Form 1201-A

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; otherwise the message will be transmitted as a full rate telegram.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

July 27, 1925.

RADIOGRAM

Mrs Florence Lupping
S. S. Vollendam
Enroute

Add words ankumft Vollendam to your hotel radio Love

Chg D. W. Griffith, Inc.

Form 1201-S

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

925 JUL 27 PM 11 41

CH730 31 NL CHICAGO ILL 27

D W GRIFFITH. X0095

FAMOUS PLAYER STUDIO ASTORIA LI NY.

MONDAY TWENTNY EIGHT HUNDRED AND FIFTY CONSIDERED VERY GOOD SECOND MONDAY SURPRISE TO ALL STOP TITLE AND BIRD SCENE GO BACK IN PICTURE TOMORROW STOP LEAVE FOR NEWYORK CENTURY WEDNESDAY REGARDS.

SAM BLAIR.

FAMOUS PLAYERS-LASKY CORPORATION
Paramount Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8300
CABLE ADDRESS "FAMOUS"

OFFICE OF RALPH A. KOHN
ASSISTANT SECRETARY-TREASURER

July 27, 1925.

Albert H. T. Banshaf, Esq.,
130 West 42d Street,
New York City.

My dear Mr. Banshaf:

Enclosed herewith is your copy of the agreement between Famous Players-Lasky Corporation and United Artists Corporation, dated June 19, 1925, covering the D.W. Griffith picture entitled "SALLY OF THE SAWDUST".

Yours very truly,

Ralph A. Kohn

New York City,
July 27th, 1928.

Motion Picture Capital Corp.,
342 Madison Avenue,
New York.

Attention of Mr. Walker

Gentlemen:

We have this day deposited in the Hamilton National Bank, check in the amount of $6000 which we received from the United Artists Corporation as income on our pictures.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC

1474 Broadway,
New York, N. Y.:
July 27, 1928.

Mr. Paul Epping,
Doberan (Mecklenburg)
Germany.

Dear Sir:

Mistress Epping sailed Saturday on the S. S. Vollendam for Europe, and Mr. Epping asked me to make the following request of you:

In case of any accident resulting in death should happen to Mistress Epping while she is in Europe, she carries a card in her handbag requesting the authorities to notify you. If this should happen, please cable to me at once as follows:

Conway
Greygrif
New York

Mr. Epping also requests that in case of death to Mrs. Epping that the body be einbalmieren and kept there until you receive further instructions from Mr. Epping.

Mr. Epping further requests that you do <u>not</u> mention anything about this letter to Mrs. Epping when she visits you.

Mr. Epping regrets being unable to write to you personally, but send his very best regards. He will return soon to a sanatorium in New York City and will then write to you himself.

Very truly yours,

Secretary to Mr. Epping.

1476 Broadway,
New York, N. Y.
July 27, 1922.

Mr. Jack White,
Educational Studios,
Hollywood, Calif.

Dear Jack:

A brand new print of "His Darker Self" went forward to you via express to-day, and I trust it will arrive in due time.

I heartily appreciate the interest you have taken in this matter, and sincerely hope you will be able to make a real picture out of it.

With very kindest regards, I remain

Sincerely yours,

ALG/CC

$3000.00 New York, N.Y. July 27th 19 25

On demand After date we promise to pay to

the order of Ourselves - - - - - - - - - - - - - - - - - -

THIRTY-EIGHT THOUSAND ($38000.) - - - - - - - - - - - Dollars

At Motion Picture Capital Corp. 342 Madison Av. New York, N.Y.

Value received with interest at six percent per annum

D.W. GRIFFITH, INCORPORATED

No. Due By President

$3000.00 New York, N. Y. July 27th 19 25

On demand After date we promise to pay to

the order of Ourselves - - - - - - - - - - - - - - - - - -

THIRTY-EIGHT HUNDRED ($3000.) - - - - - - - - - - - - Dollars

At Motion Picture Capital Corp. 342 Madison Av. New York, N.Y.

Value received

D.W. GRIFFITH, INCORPORATED

No. Due By President

$3800.00 New York, N. Y. July 19 25

On demand After date we promise to pay to

the order of Ourselves - - - - - - - - - - - - - - - - - -

THIRTY-EIGHT HUNDRED ($3800.) - - - - - - - - - - - - Dollars

At Motion Picture Capital Corp. 342 Madison Av. New York, N.Y.

Value received

D.W. GRIFFITH, INCORPORATED

No. Due By President

$38000.00 New York, N.Y. July 19 25

On demand After date we promise to pay to

the order of Ourselves - - - - - - - - - - - - - - - - - -

THIRTY-EIGHT THOUSAND ($38000.) - - - - - - - - - - - - Dollars

At Motion Picture Capital Corp. 342 Madison Av. New York, N.Y.

Value received with interest at six percent per annum

D.W. GRIFFITH, INCORPORATED

No. Due By President

D. W. GRIFFITH, INCORPORATED

BY D. W. Griffith
PRESIDENT

D. W. Griffith

MOTION PICTURE CAPITAL CORPORATION

BY Neal Lahendr
TREASURER

BY Wm. D. Shaw
ASSISTANT TREASURER

D. W. GRIFFITH, INCORPORATED

BY D. W. Griffith
PRESIDENT

D. W. Griffith

MOTION PICTURE CAPITAL CORPORATION

BY Neal Lahendr
TREASURER

BY Wm. D. Shaw
ASSISTANT TREASURER

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

17A

July 25th, 1928

Motion Picture Capital Corp.
545 Madison Avenue
New York City

Attention Mr. Walker

Gentlemen:

Pursuant to telephone conversation I am enclosing herewith original and copy of agreement dated July 25th between Mr. Griffith, D. W. Griffith, Inc., and yourselves, relating to additional loan of [illegible],000 to D. W. Griffith, Inc. The original and copy have been executed and acknowledged by Mr. Griffith and D. W. Griffith, Inc.

Will you kindly have a copy of this agreement executed by yourselves sent to me?

Very truly yours,

RR:EC
ENC. 2

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AGREEMENT made this twenty-eighth day of July, 1925, by and between DAVID W. GRIFFITH of Mamaroneck, County of Westchester, State of New York, Party of the First Part, D. W. GRIFFITH, INCORPORATED, a Maryland corporation, having an office at 1476 Broadway, City, County and State of New York, Party of the Second Part and MOTION PICTURE CAPITAL CORPORATION, a Delaware corporation, having an office at No. 342 Madison Avenue, City and State of New York, hereinafter sometimes called "Capital", Party of the Third Part, amending and supplementing a certain agreement between the parties, dated March 10, 1925.

W I T N E S S E T H :-

WHEREAS, there is now due and owing to Capital upon the two (2) promissory notes referred to in said agreement, dated March 10, 1925, being (1) the note dated January 25, 1925 purchases by Capital from Patrick A. Powers and (2) the note dated March 10, 1925, evidencing the loan to the party of the Second Part provided to be made by Capital under the terms of Paragraph First of said agreement, dated March 10, 1925, the principal sum of ninety nine thousand five hundred 00/100 Dollars ($99500- with interest thereon, and

WHEREAS, as part of the collateral security as-

signed to Capital under said agreement, dated March 10, 1925, the Parties of the First and of the Second Part assigned all the right, title and interest of the Party of the Second Part in and to certain real estate situated at Orienta Point, Mamaroneck, Westchester County, State of New York, known as the Studio property, and more particularly described in a contract of sale between the Party of the Second Part as the Seller, and E. W. Hammons as the Purchaser for the purchase of said real estate, together with the said contract of sale, and all the rights of the Parties of the First and Second Part into and under it (a copy of which contract of sale is annexed to said agreement, dated March 10, 1925, as "Exhibit I"), and

WHEREAS, the Parties of the First Part and the Second Part represent that the consent of the holders of the majority of the Class A stock of the Party of the Second Part to the making of said contract has been obtained and given, and that said contract of sale with said E. W. Hammons has been duly ratified, confirmed and approved by the stockholders and directors of the Party of the Second Part, and that said E. W. Hammons has elected to make a cash payment on closing in the amount of One hundred and twenty thousand dollars ($120,000.00) to the intent that the property covered by said contract of sale may be conveyed to said E. W. Hammons, or his nominee

free and clear of all liens, other than the lien of a purchase money bond and mortgage to be executed in the principal amount of Three hundred and fifty-five thousand dollars ($355,000.00), and said proposed purchase money mortgage is to be in the form annexed hereto as "Exhibit A" with such changes therein as may be approved by the parties hereto, and

WHEREAS, the Party of the Second Part represents that additional advances in the total amount of Thirty-eight thousand dollars ($38,000.00) are needed by the Party of the Second Part to enable it to fulfill its obligations under said contract of sale with said H.W.Hammons, and the Party of the Second Part desires that Capital shall advance to said Party of the Second Part such additional sum of Thirty-eight thousand dollars ($38,000.00), and

WHEREAS, the Party of the First Part is financially interested in the Party of the Second Part, and has joined with it in requesting from Capitel a loan of such additional sum to the Party of the Second Part, and

WHEREAS, Capital is willing to make such additional loan upon the terms and conditions hereinafter set forth or referred to, and

WHEREAS, it is the desire and intent of the parties hereto that the additional loan, and the note to be given as compensation to Capital therefor, as hereinafter

provided shall be secured upon an equality with the said amount of Twenty nine thousand five hundred 00/100 Dollars ($29,500.00) with interest now due to Capital as stated above, and upon the terms and conditions of said agreement, dated March 10, 1925, as hereby amended and supplemented, as though the amount of the additional loan, and the sum represented by said compensation note had been included in the said notes now secured under said agreement dated March 10, 1925.

NOW, THEREFORE, in consideration of the sum of One dollar ($1.00), lawful money of the United States, by each of the parties hereto to the other in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, and of the mutual covenants herein contained, the parties do hereby agree as follows:-

FIRST: Capital agrees to lend to the Party of the Second Part the sum of Thirty eight thousand dollars ($38,000.00) to be evidenced by the demand promissiory note of the Party of the Second Part, dated July 28th 1925, payable to the order of "Ourselves", endorsed by the Parties of the First Part and Second Part and delivered to Capital in the sum of Thirty eight thousand dollars ($38,000.00), with interest thereon, at the rate of six per cent (6%) per annum. The funds so loaned shall be deposited in a special account in a bank or trust company in New York

City, and shall be withdrawn therefrom only by check signed on behalf of the Party of the Second Part, and counter-signed by Frank R. Wilson, President, or William R. Walker, Assistant Treasurer of Capital. Such funds shall be used only in paying (1) taxes, which may be a lien, interest and penalties with respect to such taxes upon the property to be conveyed by the Party of the Second Part under said contract of sale with said H. W. Hammons, and (2) interest and charges, other than principal due the holders of mortgages which now constitute a lien upon the property so to be conveyed.

SECOND: The loan of such Thirty eight thousand dollars ($38,000.00), or any part thereof, is conditional upon the execution and delivery to Capital of the note of the Party of the Second Part, payable to "Ourselves" in the amount of Thirty eight hundred dollars ($3800.00) payable upon demand without interest, which note shall bear the endorsement of each ~~of~~ the Party of the First Part and the Party of the Second Part, such note representing ~~above~~ compensation to Capital for the making of the advances provided to be made hereunder in addition to the interest specified in the note to be given for Thirty eight thousand dollars ($38,000.00).

THIRD: The Parties of the First and Second Part hereto, as security for the payment of the notes to be exe-

cuted and delivered to Capital hereunder, and to insure the payment of all sums due, or to grow due, upon said notes to be executed and delivered to Capital, do hereby sell, assign, transfer and set over to Capital, its successors and assigns, all collateral of every kind and nature whatsoever, which was assigned to Capital under said agreement, dated March 10,1925, together with the right to receive all moneys and other things of value provided by said agreement, dated March 10,1925, to be paid or delivered to Capital to secure the said note formerly held by said Patrick A.Powers, and the said loan made to the Party of the Second Part in pursuance of Paragraph First of said agreement,dated March 10,1925,whether such moneys or other things of value are to be held as collateral or to apply or be applied in payment of indebtedness owing to Capital, it being the intent of the parties to place all notes delivered to Capital by the Parties of the First and Second Part in accordance with said agreement,dated March 10,1925,and pursuant to this agreement upon a parity as to payment, security and collateral.

AND IT IS HEREBY AGREED that all of the provisions of said agreement, dated March 10,1925,shall apply and inure to the benefit of Capital,as though said notes for ~~Thirty eight thousand dollars($38,000.)~~ and thirty-eight hundred dollars ($3800.) were included within the obligations originally secured by said agreement

dated March 10, 1925.

FOURTH: If the Party of the Second Part shall tender to the Purchaser (whether the Purchaser be said H. W. Hammons, or a corporation formed by him for the purposes of taking title) a title to the property covered by said contract of sale, free and clear of all liens and encumbrances whatsoever, other than said purchase money mortgage, for Three hundred and fifty five thousand dollars ($355,000.00), subject only to restrictions against such property, if any, and subject to Zoning Acts, if any, adopted by the Village or Town of Mamaroneck, or other duly constituted governmental authorities, and any state of facts which an accurate survey would show, then Capital shall quit claim all its right, title and interest in and to the property covered by said contract, upon receiving a duly executed and acknowledged assignment of said purchase money mortgage and the accompanying bond. Such purchase money mortgage shall be in the form, and contain the provisions of the proposed mortgage as annexed hereto as Exhibit "A". Any and all payments, whether by way of principal or interest on such purchase money bond and mortgage, and whether received on the release of acreage under said mortgage as provided therein, shall be paid direct to Capital, and shall be applied by it in payment of the principal and interest of the obligations secured hereunder, and by said agreement, dated

March 10, 1925, And said Purchase Money Bond & Mortgage shall be additional Collateral Security for the payment of said debt.

FIFTH: In no other respect shall the collateral under said agreement of March 10, 1925, be changed or affected by this agreement, and all powers of attorney and rights given to Capital under said agreement of March 10, 1925, for the purpose of assisting it to protect its interest thereunder, shall be deemed to be given and to inhere in Capital for the protection of its interest with respect to the new advance and the compensation note. And the right of Capital to sell, assign, transfer and set over, either by public or private sale, either in whole or part, the property which is or shall be collateral for the indebtedness to Capital, may be exercised for the purpose of securing payment of the loan and compensation note herein provided for, as well as for securing the payment of indebtedness owing Capital prior to the making of this agreement, and at any public sale of collateral, but upon ten (10) days' notice in writing, mailed or delivered to the Party of the First Part or the Party of the Second Part, Capital may be the Purchaser in its own right, and any moneys received at any such sale shall be applied first in payment of the expenses of the sale, including reasonable attorneys' charges, and then on account of the indebtedness of the Parties of the First and Second Part to Capital remaining unpaid. It is hereby declared to be the intent of the parties that all

provisions of said agreement, dated March 10, 1925, shall continue in effect and shall apply as though herein restated, except insofar as the provisions of said agreement are clearly inapplicable.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set his hand and seal, and the Parties of the Second and Third Part have caused these presents to be signed by their duly authorized officers, and their respective corporate seals to be hereunto affixed as of the day and year first above written.

D. W. Griffith (L.S.)

ATTEST:

Alex W. Baumgartner
Secretary

D. W. GRIFFITH, INCORPORATED,

By D. W. Griffith
President

ATTEST:

Vice President

MOTION PICTURE CAPITAL CORPORATION,

By Wm. P. Walker
President
Asst. Treas.

STATE OF NEW YORK, }
} SS:
COUNTY OF NEW YORK, }

On the 28th day of July 1925,

before me came DAVID W. GRIFFITH, to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

Robert C Reilly

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 388
New York County Register's No. 6310
Commission expires March 30, 1926

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } SS:

On the 19th day of July 1925, before me personally came David Griffith to me known, who, being by me duly sworn, did depose and say, that he resides in New York, N.Y. that he is the President of D. W. GRIFFITH, INCORPORATED, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Robert C Reilly

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 388
New York County Register's No. 6310
Commission expires March 30, 1926

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } SS:

On the 19th day of July 1925,

before me personally came Wm Rivalk
to me known, who, being by me duly sworn, did depose and say,
that he resides in Hillside, N.J. that he is the
Asst Treasurer of one of the corporations described
in and which executed the above instrument; that he knows
the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by
order of the board of directors of said corporation, and that
he signed his name thereto by like order.

Robert Hecht

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
Kings County Clerk's No. 356
New York County Register's No. 8310
Commission expires March 30, 1946

ALBERT H. T. BANGHART
JOHN B. PEMBLETON

BANGHART & PEMBLETON
COUNSELLORS AT LAW
RIVER TERMINAL BUILDING
100 WEST 42D STREET
NEW YORK

TELEPHONE
CABLE ADDRESS
"BEMBAN"

July 29, 1925

Mr. Earl W. Hammons
570 Seventh Avenue
New York City

Dear Mr. Hammons:

I am enclosing herewith for your perusal a copy of the proposed mortgage to be given by EDGEWATER POINT INCORPORATED to D. W. GRIFFITH, INCORPORATED on the studio property.

Will you kindly look this instrument over and return the same to me with any suggestions that you may have with relation thereto at your early convenience?

Very truly yours,

Albert H. T. Banghart

AHT:HC
Enc.

KNOW ALL MEN BY THESE PRESENTS that D. W. Griffith, Inc. a Maryland corporation, having offices at 1476 Broadway, in the City and State of New York, does hereby make, constitute and appoint Albert F. Dillman of the City of New York, its true and lawful attorney for its and in its name to adjust, compromise, settle or otherwise act in relation to franchise or licence taxes assessed against said D. W. Griffith, Inc. by the State of New York, hereby ratifying and confirming whatever this said attorney shall do or cause to be done in, about or concerning the premises and any part thereof.

IN WITNESS THEREOF, D. W. Griffith, Inc. has caused these presents to be signed by its truly authorized officer, and its corporate seal to be hereunto affixed this 29th day of July, Nineteen Twenty Five.

D. W. Griffith, Inc.

_____ Treasurer.

POSTAL TELEGRAPH COMMERCIAL CABLES

RECEIVED AT

This is a fast Telegram unless otherwise indicated by signal after the number of words—"Blue" (Day Letter) "N. L." (Night Letter) or "Nite" (Night Telegram)

TELEGRAM

DELIVERY NO.

STANDARD TIME INDICATED ON THIS MESSAGE

Form 16

QH6678 6 NITE

MN CHICAGO ILL 30

1925 JUL 30 PM 11 57

D W GRIFFITH

CARE FAMOUS PLAYERS STUDIO ASTORIA LONGISLAND NY

GROSS TWENTY SEVEN TWENTY ONE REGARDS

GREATHOUSE.

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

This is a fast Telegram unless otherwise indicated by signal after the number of words—"Blue" (Day Letter) "N. L." (Night Letter) or "Nite" (Night Telegram)

TELEGRAM

TELEGRAMS TO ALL AMERICA

THE MACKAY SYSTEM POSTAL TELEGRAPH COMMERCIAL CABLES THE PULSE OF THE WORLD

CABLEGRAMS TO ALL THE WORLD

DELIVERY NO.

STANDARD TIME INDICATED ON THIS MESSAGE

Form 16

RHA103 7 NITE

CH CHICAGO ILLS 29

1925 JUL 30 AM 4 56

#39 JACKSON AVE., L. I. CITY

STILLWELL 7973

D W GRIFFITH

FAMOUS PLAYERS STUDIO ASTORIA LONG ISLAND NEWYORK NY

GROSS TODAY THIRTY ONE SIXTY SIX REGARDS

GREOT HOUSE.

Form 1101

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the letter number of words, this is a telegram. Otherwise, the character symbol shown after the letter number of words shall be transmitted to the person concerning after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

The hour time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

3266 AD 23 3 EXTRA

CHICAGO ILL 1237P JUL 30 1935

D W GRIFFITH 7413

ASTOR HOTEL NEWYORK NY

SALLY FOR MONDAY TWENTY EIGHT FORTY SIX SIXTY EIGHT TUESDAY TWENTY EIGHT TEN EIGHTEEN WEDNESDAY THIRTY ONE SIXTY SIX FORTY SEVEN REGARDS

W K HOLLANDER

DALABAN AND KATZ

306P

FILM BOARDS OF TRADE

ALBANY, ATLANTA, BOSTON, BUFFALO, BUTTE, CHARLOTTE, CHICAGO, CINCINNATI, CLEVELAND, DALLAS, DENVER, DES MOINES, DETROIT, INDIANAPOLIS, KANSAS CITY, LOS ANGELES, MEMPHIS, LITTLE ROCK, MILWAUKEE, MINNEAPOLIS, NEW HAVEN, NEW ORLEANS, NEW YORK, OKLAHOMA CITY, OMAHA, PHILADELPHIA, PITTSBURGH, PORTLAND, ST. LOUIS, SALT LAKE, SAN FRANCISCO, SEATTLE, WASHINGTON

469 FIFTH AVENUE
NEW YORK

CHARLES C. PETTIJOHN
GENERAL COUNSEL

GABRIEL L. HESS
GENERAL ATTORNEY

July 30, 1925

Albert H. Banzhaf, Esq.,
D.W. Griffith, Inc.,
130 West 42nd Street,
New York, N.Y.

Dear Mr. Banzhaf:

On March 9, 1925 I wrote you concerning a decision of the Court of Appeal of England (reported in the New York Law Journal March 4, 1925) which applied the New York Arbitration Law to a contract in suit, and I expressed the opinion that the case entitled "In the matter of an arbitration between Bullard et al" decided by the Appellate Division (reported in the New York Law Journal December 4, 1924) was distinguishable from the English case.

The Court of Appeals in the Bullard case (reported in the New York Law Journal July 30, 1925) has disapproved the English case and squarely holds that the English Court in reaching the conclusion that because of the provisions of the contract for the appointment of a full Board of Arbitrators without the consent of the party in default the active party was not "aggrieved" by the conduct of the other party and might proceed without obtaining the sanction of the Court, overlooked the scheme of the New York Arbitration Law which reserves to a party to an arbitration or submission the right to a judicial hearing before the arbitration shall proceed.

Pound, J. in the opinion states:

> "True, the contract and the submission are irrevocable, but the terms of the contract and the submission are open to judicial inquiry. Did the party agree to arbitrate or submit the questions sought to be arbitrated? Is he in default under the contract or the submission in refusing to arbitrate or to proceed with an arbitration once begun?

"Repudiation by one party of the contract to arbitrate does not, therefore, leave the other party in position to proceed without the sanction of the court. The withdrawing party might still assert that it had made no contract to submit to arbitration the questions contained in the submission; that it was not in default under the contract. Mr. Justice Bailhache, on the trial of the English action, aptly stated the proper rule as follows: 'It seems to me the section of the act treats such a party, the party who desires to go to arbitration, as a party aggrieved if the other party fails, neglects or refuses to perform his obligation under the contract. That seems to me the definition of the party aggrieved, and his grievance is the failure, neglect or refusal of another to perform under the contract. * * * Prior to the act of 1920 there was no remedy when a person refused to submit to arbitration. The act of 1920 does provide a remedy, but that remedy is, if the person still desires to go to arbitration that he shall do so after first obtaining the sanction of the court to that effect.'"

Very truly yours,

Gabriel L. Hess

GABRIEL L. HESS
GENERAL ATTORNEY

RETURN TO THE OFFICE OF RECEIVER OF TAXES TO BE CREDITED

TOWN OF MAMARONECK

Westchester County, N. Y.

Office of Receiver of Taxes
6 Elm Street, Mamaroneck, New York

Harry T. McGivney
Receiver of Taxes
Telephone 169

Mamaroneck, N. Y., July 30, 1925

I certify that the following sums appear to be due for arrears of Taxes, etc., viz:

To Whom Assessed	Description of Land, etc.	Total
M E H Griffith, Sec Sec 4 Blk 105		

Sold May 27, 1925 for Taxes of 1924, Sold to the Town

1924 State and County Tax	Tax, $	159797
1924 Highway Tax	Tax, $	
1924 Town Tax	Tax, $	480 05
1924 District Tax	Tax, $	
1924 Sewer Tax	Tax, $	
1924 School Tax	Tax, $	3495 40
	* 12% Penalty, $	669 17
	Total, $	6245 59
	Cost of Sale and Advertising, $	75
	* Interest, $	124 93
	Total Amount Paid, $	6371 27

17552

Prod.....a/c No.....Vo. No.....
Amount.....
Checked.....Paid by Check.....
O. K.....

(Village Taxes) Interest a/1

$ 6371 27

Receiver of Taxes

669.17
.75
124.93
794.85 additional amt,

RECEIVED PAYMENT
JUL 30 1925
HARRY T. McGIVNEY,
Receiver of Taxes.
Per.....

RECEIPT FOR TAXES

Receipt for Taxes.—Every receiver of taxes shall deliver a receipt wholly written in ink or partly printed and filled out in ink or indelible pencil to each person paying the tax * * *—Section 27, Chapter 109, Laws 1910.

OFFICE OF RECEIVER OF TAXES, TOWN OF MAMARONECK, N. Y.

HARRY T. McGIVNEY,
Receiver of Taxes

State, County and Town Taxes—1925—(as per assessment roll of 1924)

Mr. E. R. U. Griffith Inc.

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LOCATION Sec.	Block	Lot	Assessment	State and County Tax		Highway Tax		Town Tax		Fire District No. 1		Fire District No. 2		Outside Fire, Light & Water District		Sewer District No. 1		TOTAL TAXES Dollars	Cents
9	105	-	341000	1511	81			419	39									1931	20

1755 Village Taxes 17.5% Penalty

TAX RATES

	State & County Tax	General Town Tax	Highway, Maintenance & Bonds	Outside District Tax	Fire District Tax	Sewer Tax	Total Rates
Village of Larchmont	4.4465	1.2335					5.6800
Village of Mamaroneck	4.4465	1.2335					5.6800
Outside District	4.4465	1.2335	2.7711	4.3360			12.7871
Fire District, No. 2	4.4465	1.2335	2.7711	4.3360	1.2983		14.0854
Fire District, No. 1	4.4465	1.2335	2.7711	4.3360	5.0608		17.8479
Sewer District, No. 1	4.4465	1.2335	2.7711	4.3360	5.0608	2.0152	19.8631

Total Taxes, $	1931	20
Penalty, ✓ %	96	56
Total Amount Paid, $	2027	76

№ 3264

RATES OF PENALTIES IF PAID

DURING APRIL, NONE
DURING MAY, 2 PER CENT
DURING JUNE AND JULY, 5 PER CENT
DURING AUGUST & SEPTEMBER, 7 PER CENT
DURING OCT., NOV. AND DEC., 10 PER CENT
THEREAFTER, 12 PER CENT TO DATE OF SALE

RECEIVED PAYMENT
JUL 30 1925
HARRY T. McGIVNEY,
Receiver of Taxes
PER

CASH
CHECK ✓

TOWN OF MAMARONECK

[illegible], Supervisor
[illegible], Town Clerk

[illegible]
[illegible]
[illegible]
[illegible]
Justices of the Peace

[illegible], Receiver of Taxes
[illegible], Deputy Receiver

Assessed Valuation of 1944 for Taxes of 1945

	Real Estate	Special Franchise	Total
Village of Larchmont	$14,888,795	$227,150	$15,115,945
Village of Mamaroneck	10,295,525	382,620	10,678,145
Fire District No. 1	7,104,500	132,210	7,236,710
Fire District No. 2	891,925	9,240	901,165
Lighting District	320,750	5,000	325,750
Outside District	942,900	2,000	944,900
	$34,444,395	$758,220	$35,202,615

Sewer District No. 1 ..... $5,880,745

State and County Taxes

For State Debt Service	$26,340 70	
For Support of Common Schools, Teachers, etc	18,838 64	
Total Direct State Tax		$45,179 34
For Armory Purposes		5,819 15
For Court and Stenographers' Expenses		3,465 93
Budget, $100,322 27, less estimated amount of Income Tax, $25,000 00		81,322 27
Extra Salary for School Superintendent and expenses		964 67
Maintenance of State and County Highways		50 00
Support of Poor and Children in Institutions		19,731 22
Maintenance of Laboratory Supply Station		65 00
		$156,534 58

Town Taxes

To pay the salary of the Supervisor under the Westchester County Tax Act	$ 3,000.00
To pay the salary of the Clerk to Supervisor	1,800.00
To pay the salary of the Town Clerk	3,500 00
To pay the salary of Receiver of Taxes and Deputy.	5,500.00
To pay the salary of three Assessors	6,400.00
To pay the salary of the Overseer of Poor	1,500.00
To pay the salary for Janitor service	1,200.00
To pay for the rent of Town Offices	2,640.00
To pay for the temporary support of the Poor $4,500, less amount available for such purpose.	500 00
To pay the allowance for Public Health Nurses	1,680 00
To pay for Memorial Day appropriation and rents American Legion quarters	300 00
To pay the principal on voting machine bond No. 5	1,000 00
To pay the interest on voting machine bonds	180.00
To pay the salary of the Superintendent of Highways, allowances, etc	3,600.00
To pay the salary of the Supervisor under the Highway Law	1,500 00
To pay for the removal of snow, cutting weeds, brushes, etc	2,000.00
To pay for the purchase and repair of machinery, tools, etc	3,000.00
To pay the principal of State Highway Bond No. 11, (B. P. R. improvement)	2,000 00
To pay the interest of State Highway Bonds (B. P. R. improvement)	450.00
To pay the interest of State Highway Bonds (W. S. Part 1, improvement)	675.00
To pay for the repair and construction of two bridges $2,000, less amount available for such purposes	1,000.00
Total amount, Town at large	$43,425.00

Outside of Incorporated Villages

To pay for the repair and improvement of Highways	$42,500.00
To pay the principal of Murray Avenue Improvement bond No. 9	1,000.00
To pay the principal of Murray Avenue completion bond No. 10	1,000.00
To pay the interest on Murray Avenue completion bonds	225.00
To pay the principal of Chateaworth Avenue Improvement bond No. 3	1,600.00
To pay the interest of Chateaworth Avenue Improvement bond	350.00
To pay the principal of side-walk bond No. 6	1,000 00
To pay the interest of side-walk bonds	100 00
To pay for the preservation of peace	31,000 00
To pay the salary of the Health officer	900 00
To pay for the rental of street lights	6,000.00
To pay the salary of the Building Inspector	1,800.00
Total amount, Outside District	$86,875.00

Fire District No. 1

To pay the principal of Fire House bonds, Nos. 15 to 21 inclusive	$ 6,500.00
To pay the interest of Fire House bonds	2,387.50
To pay the principal of Fire Apparatus bonds, Nos. 1 and 2	2,000.00
To pay the interest of Fire Apparatus bonds	400.00
To pay the rental of fire hydrants	2,650.00
To pay compensation of special officers	6,660.00
To pay for the collection and disposal of ashes, garbage, refuse, etc	3,800.00
To pay for supplies, equipment, maintenance, etc., fire apparatus, buildings, etc	7,700.00
To pay audited claims, fire district	4,526.49
Total amount, Fire District No. 1	$36,6[illegible]8.99

Fire District No. 2

To pay for the rental of fire hydrants	$ 120.00
To pay for the rental of fire house, repairs, maintenance, etc., fire company No. 2	350.00
To pay for the collection and disposal of ashes, garbage, refuse, etc	700 00
Total amount, Fire District No. 2	$1,170.00

Sewer District No. 1

To pay principal of Sewer Bonds and maintenance of plant	$11,750

FOR RATES SEE OTHER SIDE

July 30th, 1936.

Collector of Internal Revenue, 3rd Dist.
B'way at 27th Street,
New York City.

Gentlemen:-

Enclosed please find 1936 Capital Stock Tax Report of David W. Griffith Corporation.

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 707
U. S. Internal Revenue

1926 RETURN
CAPITAL STOCK TAX

FOR DOMESTIC CORPORATIONS
(SEC. 700, REVENUE ACT OF 1926)

File with Collector of Internal Revenue for your district on or before July 31, 1926, to avoid penalty

(Collector's stamp)
Assessment List, Form 63 A
(Month) (Year)
(Page) (Line)
Audited by:

1. Name (In full) DAVID N. GRIFFITH CORPORATION (Show former name, if changed)
2. Address 150 West 42nd Street, N. Y. (Give "street and number," "City or town," and "State")
3. Name of parent company, if any None (District filed .....)
4. Name of subsidiary, if any None (Or attach list and state number of shares held, and districts where filed) No. shares held ..... (District filed .....)
5. Nature of business in detail Owns rights of Motion Picture negatives. No business transactions
6. Incorporated or organized in State of New York Month Dec. Year 1915
7. Return for previous year filed in 3rd New York District. Fire insurance carried, if any, $ NONE (See Exhibit A)

DO NOT PASTE RIDERS TO FACE OF RETURN

TAX PAYABLE ANNUALLY IN ADVANCE

RETURN FOR TAXABLE PERIOD JULY 1, 1925, TO JUNE 30, 1926, BASED ON FAIR AVERAGE VALUE OF CAPITAL STOCK FOR PRECEDING YEAR

CAREFULLY READ ALL INSTRUCTIONS BEFORE MAKING RETURN

JUNE 30, 1925 Use no other date	Cum. or noncum.	Dividend rate	Number of shares	Par value per share	TOTAL				This column for use of Department
8. Common stock outstanding		%	100	$ 100	$	10	000	-	
9. First preferred stock outstanding		%							
10. Second prefer'd stock outstanding		%							
11. Surplus (estimate, if necessary)									
12. Undivided profits (estimate, if necessary)						4	896	84	
13. TOTAL						14	896	84	

COMPUTATION OF TAX	This column for use of taxpayer				This column for use of Department			
14. Fair value of total capital stock for fiscal year determined by Exhibit	$			xx	$			xx
15. Deduction allowed by law		5	000	xx		5	000	xx
16. Amount in excess of $5,000 (Omit cents)				xx				xx
17. Tax at rate of $1 for each full $1,000 in excess of $5,000 (Omit cents)				xx				xx
18. Penalty for delinquency in filing return								
19. TOTAL TAX AND PENALTY								

TO FACILITATE COLLECTION OF TAX A REMITTANCE IN THE AMOUNT REPORTED MAY ACCOMPANY THIS RETURN

CLAIM SETTLEMENT RECORD

AMOUNT ..... $.....
ALLOWED ..... $.....
REJECTED ..... $.....
FAIR VALUE ..... $.....
BASIS .....

Determination of liability rests with the Commissioner. This applies to all companies claiming exemption.

No excess payment of capital stock tax allowed as a credit against any tax due.

Exemption claimed. Same reason as previous year. No change in Status or condition of company.

ADDITIONAL ASSESSMENT RECORD

....., 19 LIST
PAGE ..... LINE .....
ADDITIONAL TAX, $.....
BY .....

o2—13464

ALL TAXES ARE PAYABLE TO THE COLLECTOR OF THE DISTRICT IN WHICH RETURN IS FILED

(SEE INSTRUCTIONS ON PAGE 4)

Returns of this character are confidential and are open to inspection only under conditions specified in Section 257, Revenue Act of 1934

EXHIBIT A *(See Special Instructions No. 3, page 4, "Date of Balance Sheet," etc.)*

CONDENSED BALANCE SHEET AS OF .....

REPORT AS OF JUNE 30, 1935, IF POSSIBLE, BUT IN NO CASE EARLIER THAN DECEMBER 31, 1934

BANKS MAY ATTACH PRINTED STATEMENTS AS OF JUNE 30, 1935

DEBITS AND ASSETS	BOOKS OF ACCOUNT	FAIR VALUE	DIFFERENCE *(Explain any large amounts)*
Real estate *(show separately)*	$	$	$
Buildings *(show separately)*			
Machinery *(show separately)*			
Stock in subsidiaries**			
Other securities			
Cash			
Notes receivable			
Accounts receivable			
Inventory			
Patents, trade-marks, etc.			
Good will			
Deferred charges			
TOTALS	$	$	$

CREDITS AND LIABILITIES	BOOKS OF ACCOUNT	FAIR VALUE	DIFFERENCE
Bonded debt ..... $			
Less in Treas.	$	$	$
Mortgages			
Accounts payable			
Notes payable			
Reserves—Depreciation			
Depletion			
Taxes			
Deferred credits			
Capital stock:			
Preferred ..... $			
Less in Treas.			
Common			
Less in Treas.			
Surplus			
Profit and loss			
TOTALS	$	$	$

RECAPITULATION OF EXHIBIT A	This column for use of taxpayer	This column for use of Department
Total of debits and assets after deducting items not actual assets	$	$
Less total of credits and liabilities after deducting capital stock, surplus, and other items not actual liabilities		
Difference (value of total capital stock reflected by Exhibit A)	$	$

*Material differences will not be allowed unless satisfactorily explained.

** See page 1, line 4.

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(SEE INSTRUCTIONS ON PAGE 4)

EXHIBIT B (See Special Instructions No. 4, page 4)

QUOTATIONS OR OUTSIDE SALES PRICES _____ (Give name of exchange or specify "Outside sales")

MONTH	COMMON		FIRST PREFERRED	
	*Number of shares outstanding	Price	*Number of shares outstanding	Price
July, 1924		$		$
August, 1924				
September, 1924				
October, 1924				
November, 1924				
December, 1924				
January, 1925				
February, 1925				
March, 1925				
April, 1925				
May, 1925				
June, 1925				
Total				
Average	x x x x x x x x		x x x x x x x x	

SPECIAL INFORMATION

Manufacturing and trading corporations will report annual gross sales for the five years shown under Exhibit C.

FISCAL YEAR ENDED—	SALES			
19	$			
19				
19				
19				
19				

*If any change, show number of shares each month, higher than of value.

RECAPITULATION OF EXHIBIT B	This column for use of taxpayer	This column for use of Department
Average sale value of common stock per share, $_____, multiplied by _____ number of shares outstanding	$	$
Average sale value of first preferred stock per share, $_____, multiplied by _____ number of shares outstanding		
Average sale value of second preferred stock per share, $_____, multiplied by _____ number of shares outstanding		
TOTAL (value of total capital stock reflected by Exhibit B)		

Approximate number of shares traded in during the year: Common_____ Preferred_____

NOTE.—Parent companies will facilitate audit by attaching supplemental Exhibit C, showing consolidated income of group.

EXHIBIT C (See Special Instructions No. 5, page 4)

ANNUAL INCOME (Not consolidated income of group)

FISCAL YEAR Ended—	NET INCOME (Deficit in red)	DEDUCTIONS	ADDITIONS	ADJUSTED INCOME	NUMBER OF SHARES	DIVIDENDS DECLARED Common	First preferred	Second preferred	DEPRECIATION
19	$	$	$	$		%	%	%	$
19						%	%	%	
19						%	%	%	
19						%	%	%	
19						%	%	%	
Total									
Average	$	x x x x x x	x x x x x x	$		%	%	%	$

RECAPITULATION OF EXHIBIT C	This column for use of taxpayer	This column for use of Department
Average annual income as adjusted	$	$
Capitalized at_____per cent (value of total capital stock reflected by Exhibit C)		

STATE OF NEW YORK
COUNTY OF NEW YORK } ss:

We, _____, President, and ALBERT H. T. PANZHAF, Treasurer, of the above-named company, whose return for special excise tax is herein set forth, being severally duly sworn, each for himself, deposes and says that the items entered in the foregoing report and in any additional list or lists attached to or accompanying this return are, to his best knowledge and belief and from such information as he has been able to obtain, true and correct.

Sworn to and subscribed before me this _____ day of _____, 192

_____
President.

_____
Treasurer.

[SEAL.] _____
(Official capacity)

s9—13464

(SEE INSTRUCTIONS ON PAGE 4)

MURAY STUDIOS
Photographers
38 East 50 Street
New York
PLAZA 4907

Friday 7-31-25

My dear Mr Griffith:

We are endeavoring to have a fairly complete file of the leading producers & would like to arrange a sitting for you at our studio. I know you are very busy but possibly you could find a little time. I have been endeavoring to communicate with Mr. Floyd as someone at L. D. studio referred me to him

MURAY STUDIOS
Photographers
38 East 50 Street
New York
PLAZA 4907

but it seems impossible to reach him - e.i - find him in.

I will be pleased to reserve the time you may wish if you will advise me a bit in advance

Thank you for your courtesy

Cordially,
Muray Studios.
E. Grace

COPY

- - - - - - - - - - - - - - - - -

VOTING TRUST AGREEMENT

OF

EPOCH PRODUCING CORPORATION

- - - - - - - - - - - - - - - - -

AGREEMENT made this 31st day of July, 1925, between all the Stockholders of the EPOCH PRODUCING CORPORATION, who shall become parties to this agreement by signing the same, hereinafter called "Stockholders", party of the first part, and HARRY H. AITKEN and DAVID W. GRIFFITH, hereinafter called the "Voting-Trustees", parties of the second part, and TITLE GUARANTEE & TRUST COMPANY, hereinafter called the "Depository", party of the third part:

W I T N E S S E T H :

WHEREAS, that heretofore and on the 31st day of July, 1915, a voting trust agreement was entered into by and between David W. Griffith, H.E.Aitken and R.E.Aitken, as stockholders of the EPOCH PRODUCING CORPORATION, as parties of the first part with David W. Griffith and H.E.Aitken as voting trustees, parties of the second part, with the Title Guarantee & Trust Co. as the Depository, party of the third part, and

WHEREAS, said voting trust agreement will expire on the 31st day of July, 1925, pursuant to extension thereof under date of July 31st 1920, and all the stockholders who have signed said voting trust agreement and/or who are holders of said voting trust certificates desire to extend said voting trust agreement for a further period of five years from the date hereof for their benefit and for the benefit of all the stockholders of the Epoch Producing Corporation who may become parties to this agreement.

NOW, THEREFORE, this agreement made in consideration of the mutual covenants contained in the aforesaid voting trust agreement under date of the 31st day of July 1920, and and of the mutual covenants herein contained.

W I T N E S S E T H :

That each party hereto of the first part holding shares

or the voting trust certificates of the capital stock of the Speck Producing Corporation to the number set opposite their respective names as hereunto respectfully subscribed hereby severally agree and consent that the aforesaid voting trust agreement be and the same hereby is extended for a further period of five (5) years from the 31st day of July 1925 to and until the 31st day of July 1930, pursuant to all the terms and conditions contained in the aforesaid voting trust agreement under date of the 31st day of July 1915, and that this agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the several parties hereto have hereunto set their hands and seals the day and year first above mentioned, and the voting trustees have hereto set their hands and seals in token of their acceptance of the continuance of the voting trust hereby accepted.

NAMES	SHARES
[illegible]	1155
By	681
	180

Voting Trustees

TITLE GUARANTEE & TRUST COMPANY
By _____

DEPOSITARY

153

ERNST, FOX & CANE
COUNSELLORS AT LAW
60 WEST 44TH STREET
NEW YORK

July 14, 1925.

Albert H. T. Hanshaf, Esq.,
130 West 42nd Street,
New York City.

Re: "One Exciting Night".

My dear Hanshaf:

I have exhausted my patience and my spare cash in trying to reach you on the telephone.

You promised to see Mr. Abrams and straighten out with me his unlawful retention of the distribution moneys in the above matter payable to my client, Mr. Jacobs, in order to reimburse himself for money paid under his independent guaranty. I think you have agreed with me that his action is unwarranted.

I should like to see you here on Monday to determine what action should be taken in the matter.

Very truly yours,

DJF:DB.

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July 31, 1926

Mr. Karl F. Hamann
570 Jayanna Avenue
New York City

Dear Mr. Hamann:

I am enclosing herewith original and copy of proposal to be made to the DOUGLAS FAIRBANKS PICTURES, INC., turning over your interest in the Griffith contract to said corporation in consideration of the issuance of one hundred (100) shares of preferred and one hundred (100) shares of common stock to you.

Will you kindly look this proposal over and if it meets with your approval sign the same and return to me at your early convenience so that it may be incorporated in the minutes of the corporation.

Very truly yours,

RR:SC
ENC.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

UNITED STATES LINES

S.S. LEVIATHAN
Thursday
(in a patch of appropriately green and appropriately rough water off the coast of Ireland)

Dear D. W.:-

I got your radio curse, but I had to wait the voyage out, or nearly out, to see whether your malediction would qualify. It wasn't, so far, and now I don't believe it will. As one of the wizards of Endor, your spells lack one thing of the genius (no bull, D.W.) which you put into your pictures---no---more I must say cinemas.

Anyway, it was mighty fine of you to think of me, just as it was sweet of Carol to remember Mrs. Johnson.

I hope Mr. Bartlett is giving you what help you may need on THE SAWDUST GIRL, and I will be with you myself---if you want me---on ...LLY OF THE NOYLE. I may have these names a little confused, but I'm a bit unfamiliar with your American cinemas, so I know you'll pardon me.

Can't I do something for you over here? My address will be our Paris office.

Yours, always,

Julian

D.W.Griffith, Esq.

Edgewater Point, Marquette

1916

Directors

E. N. Hammons	President
J. Albert Mahlstedt	Vice Pres
R. H. Cochrane	Sec'y
Charles F. Catlin	asst "
Henry Mahlstedt	Treasurer
H. H. Noakbridge	asst "
D. Edward McAvoy	

Stage Actors Prominent In "Sally of the Sawdust"

D. W. GRIFFITH has completed his new picture, and his last for United Artists Corporation, "Sally of the Sawdust," which features Carol Dempster, W. C. Fields and Alfred Lunt in the leading roles. Mr. Griffith is now cutting and editing the picture which was adapted to the screen by Forrest Halsey from the musical comedy, "Poppy," in which Madge Kennedy and Mr. Fields played a year in New York.

The interiors were made at the Paramount Long Island studio, and include among other imposing sets, a huge circus and carnival scene for which one whole stage was set aside. The exteriors were filmed at Greenwich, Conn., and along the Motor Parkway, and in various towns and villages on Long Island.

In the supporting cast are a number of leading stage players. Glenn Anders of "They Knew What They Wanted," played the chief heavy role; Alfred Lunt who played the title part in "The Guardsman," has the main juvenile role; and others prominent on the stage were Effie Shannon, Florence Fair, Charles Hammond, Dorothy Bicknell, and Marie Shotwell.

Mr. Baugh

There was a **TELEPHONE CALL** for you today

from Mr. [illegible]

Date ..... Time ..... o'clock Telephone Number .....

He said: asked for capitalization of Equitable Paid

2500 shares

$250,000. Preferred

Form 70-10
Dunlap & Co.
Printers
10 East 23rd St.
New York

SPECIALISTS IN EDUCATIONAL SUBJECTS AND SCIENTIFIC SUBJECTS

TELEPHONE [illegible]

EDUCATIONAL FILMS CORPORATION OF AMERICA

BRANCHES IN ALL THE PRINCIPAL CITIES OF THE UNITED STATES AND CANADA

GRAND TERMINAL BLDG.
[illegible] SEVENTH AVENUE
NEW YORK

196

August 1st, 1925.

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York, N. Y.

Dear Mr. Banshaf:

Beg to acknowledge receipt of your letter of the 31st ult., enclosing copy of proposal that I am to make to the Edgewater Point, Inc.

I have changed this around because I wanted to get the common stock of the company back into the treasury as full paid, in order that the preferred stock could be sold at par, by giving one share of the common stock as a bonus, and I think by this method this can be accomplished.

As to the $300., I will merely put that in as a bill to the company and have them repay me this advance. Of course the incorporators' shares that were subscribed for, I can reimburse those subscribers for same and it will be very easy to take care of this.

I submitted the proposed mortgage to Mr. McAvoy and he has one or two criticisms to make about this, and I have requested he get in touch with you Monday morning in order that you may fix it all up.

Mr. Catlin has been away from the office. However, he will be back Monday and we can get the incorporators' and directors' meetings of the company held in such order that the proper officers will be in a position to take care of the closing of title.

With kind personal regards, beg to remain

Sincerely yours,

E W Hammons

EWH:G

Enc.

To the
Board of Directors of
Edgewater Point, Inc.

Gentlemen:

I hereby offer for your consideration and acceptance, the following:

Under and by virtue of a certain agreement dated the 2nd day of January, 1935, and as modified by terms of letter to the undersigned from D. W. Griffith, Inc., dated January 9, 1935, I have contracted to purchase from D. W. Griffith, Inc. of New York, N. Y., a certain parcel of land with the buildings and improvements thereon situate at Orienta Point, Mamaroneck, County of Westchester, which property is more particularly and fully described in the said contract and letter, reference to which is hereby had as if the same had been incorporated in this offer. Pursuant to this contract the total purchase price of the said property above referred to is $465,000., of which total purchase price I have paid $10,000. in cash.

I hereby offer to sell, assign, transfer and set over to your corporation, all my right, title and interest in and to the aforesaid contract, subject, however, to all its terms and conditions, and further subject to the assumption by you of any and all liabilities and obligations on my part performed or to be performed pursuant to the terms of said contract, and to accept in consideration and full payment for said sale, transfer and conveyance one hundred (100) shares of the preferred capital stock of your company, full paid and nonassessable, and of the par value of $100. per share, and twenty-five hundred (2500) shares of no par value common stock. including this 10 shares which will be issued for the initial organization of your Corporation

I hereby further agree that in order that your company may raise the necessary working capital, to take care of the payments called for under said contract and any development work that you have in contemplation or may hereafter do, I will donate and return to the treasury of your company twenty-four hundred (2400) shares of the no par value common stock for the purpose above stated; thus insuring the successful prosecution of the company's business and at the same time adding great value to the stock of the company.

Very truly yours,

ACCEPTED:

EDGEWATER POINT, INC.

By_____
President

I, EARL W. HARMONS, of the City and State of New York for and in consideration of the sum of one ($1.00) dollar and other good and valuable considerations to me in hand paid by EDGEWATER POINT, INCORPORATED, receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, and convey unto said EDGEWATER POINT, INCORPORATED, it successors and assigns, all my right, title and interest in and to a certain contract made by and between myself and D. W. Griffith, Inc., which contract is dated the second day of January, 1925, and copy of which contract is attached hereto, subject to all the terms and conditions as in said contract set forth.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal this day of July, 1925.

WITNESS:

_____ L.S.

_____

Which contract and its obligations are hereby assumed by the said Edgewater Point Corporation

CLASS OF SERVICE DESIRED

TELEGRAM

DAY LETTER

NIGHT MESSAGE

NIGHT LETTER

Patrons should mark an X opposite the class of service desired otherwise the message will be transmitted as a FULL RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE PRESIDENT

Form 1206A

NO. CASH OR CHG

CHECK

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Aug. 5, 1955.

Mr. Clarence Raymond
River Desert
Province of Quebec
Canada

Mail me your new address will write you there received your letter only this morning Think Florence sent beads to Saint Cecile de Rhuhan Regards to Olive and you

John

Chg D. W. Griffith, Inc.

New York City,
August 3, 1926

Motion Picture Capital Corp.,
348 Madison Avenue,
New York.

Attention of Mr. Walker

Gentlemen:

We have this day deposited in the Hamilton National Bank, check in the amount of $6000 which we received from the United Artists Corporation as income on our pictures.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

1476 Broadway,
New York, N. Y.,
Aug. 5, 1918.

Mrs. Moran,
Waldorf Astoria Hotel,
34th Street & 5th Avenue,
New York, N. Y.

Dear Mrs. Moran:

Mr. Griffith has asked me to express his regrets that he was unable to speak with you on the telephone last Saturday due to the fact that he was in the midst of taking a scene. He has also asked me to explain that he is working night and day on his new picture for Famous Players and will therefore be unable to arrange an appointment at this time to see you.

Mr. Griffith has further asked me to acquaint you with the fact that owing to his present existing contract with the Famous Players Lasky Corporation whereby he is to make three productions for them, requiring at least two years time, he is unable to enter into any negotiations for the production of pictures until after the fulfillment of his contract with the Famous Players Lasky Corporation. In view of this Mr. Griffith feels that it would not be fair to hold up your stories for that length of time.

If you will advise me just where to send the stories, I will attend to it at once.

With very kindest personal regards from Mr. Griffith, I am

Yours very truly,

Secretary to Mr. Griffith.

cc/s

PHONE MAIN 4744

LAW OFFICE OF
DONELSON CAFFERY
932-934 AUDUBON BUILDING
NEW ORLEANS, LA.

August 5,1925

Mr. D.W. Griffith,
Care Paramount Studio
Pierce Avenue and 6th Street,
Long Island City, N.Y.

Dear Sir:

I am sending you copy of a letter which I have just addressed to one who, I understand, is an associate of yours in the theatrical business, and I would be very glad to know whether the subject is interesting to you, and whether you would care to discuss it with me.

Yours very truly,

Donelson Caffery

DC:V
Enclosure

August 8,1928

President, Famous Players-Lasky Company,
1520 Vine Street,
New York, N.Y.

Dear Sir:

If it be true, as announced a few days ago, that a device has been perfected, to synchronize the reproduction of speaking and of acting, the moving picture industry will have to reckon hereafter with the spoken drama, and with oratory.

As you will see from the enclosed copies of old newspaper clippings, and of a recent letter from one of my lawyer colleagues at the Bar, my profession is, and has been for many years, that of oratory. As I am now making ready to deliver an oration, which my experience tells me is far superior to any past utterances of mine from the platform, the announcement in question leads me to say to you that if the synchronization device has really been perfected, it will probably bring oratory into your industry, in preference to the spoken drama, for the reason that there will be obstacles in the way of reproducing the speeches of a whole troupe on the stage, that would not apply so much to the case of a single speaker.

An oration, if on a subject of intense humanitarian interest, and if delivered with dramatic finish and power, would be such a novelty in your sphere as to be, I am sure, a drawing card of the first magnitude. As to whether I have such an oration, and could so deliver it, I have so little doubt, that I am willing to incur any and all necessary preliminary expenses for making up a test.

Perhaps I should say that I am graduate of Tulane University, and of the Southwestern Presbyterian University of Tennessee (with degrees of LL.B. and of PH.B., and as valedictorian); and that my experience in public speaking has been long and varied, but has been principally in the courts and before juries, and before political and literary audiences. Perhaps it might not be inappropriate for me to say, in such a letter as this, that the comments upon my speeches have been rather invariably along the lines of the enclosed newspaper clippings.

The oration I refer to, while quite lengthy, might not have to be shortened or cut down, in view of the novelty of the addition of such a feature to the usual movie program; but in case it is found to be too long, it would not be difficult, I am sure, to prune it down to the requisite length. As prepared, its delivery would occupy a little over an hour.

If you are contemplating availing yourself of the new device, I speak of, it would be, I am satisfied, to our mutual interest, for this subject to receive further consideration; and if you are of that opinion, I shall be glad if you would make an appointment for me to go over the subject

more fully with you, at your studio.

Yours very truly,

DC:V

COPY

THE SOLICITOR GENERAL
WASHINGTON

March twenty-eighth
Nineteen twenty-five

My dear Caffery:

I have your letter of the 23rd. I shall be very glad to bear your request in mind.

I think many of the clubs and universities get their commencement day orators from lecture bureaus in New York, Boston, Cleveland and elsewhere, as this platform speaking has become something of a commercialized business. You have peculiar qualifications for it, for I remember well your very brilliant speech in the sugar trust case in New Orleans, and appreciated its force and power, even though it was aimed at me to some extent; for I knew you did not mean it offensively, and I imagine you took my reply in the like spirit.

I am, dear Mr. Caffery,

Yours very truly,

(Signed) James M. Beck

Donelson Caffery, Esq.,
Maison Blanche Building Annex,
New Orleans, La.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

EXTRACTS FROM NEWSPAPER COMMENTS

" Some of the older heads there said that Mr. Caffery proved himself the best orator ever heard since the days of Sargent S. Prentiss."

Sugar Planters Journal
Nov. 23,1907.

" With an invective that stirred, and a sarcasm that galled, with a pathos that moved, Hon. Caffery last night denounced the ring bosses in terms that in the parlance of the street might be termed 'bare knuckled.' His speech was cyclonic. He used every art known to the finished orator. More finished pieces of oratorical rhetoric have never been heard" .. " This was the closing sentence of Mr. Caffery's remarkable speech. It was a fitting climax. The big audience stood in the large hall."

New Orleans, Item, Jan.12,1908.

" The drawing power of Donelson Caffery, the St. Mary Parish orator, was never better illustrated than at the perfect Union Wilkinson Hall rally."

New Orleans World, Jan.19,1908.

" Guided by only a few notes, and speaking extemporaneously Mr. Caffery delivered one of his most brilliant efforts in the campaign, his classical references being especially notable. The speech was delivered with all Mr. Caffery's gestural emphasis and aroused his audience to frequent enthusiastic out-bursts of endorsement."

New Orleans Times Democrat,
Feb. 3,1908.

Clippings of August 3, 4 not filmed
Available in collection.

August 4th 1925.

The following is a memorandum between the parties to the closing herewith:

It is understood that the taxes have been adjusted upon more or less tentative figures and dates as follows:

Village Tax has been computed on the basis of becoming a lien July 15, 1925 and covering a period from July 15, 1925 to July 15, 1926. This bill has not been paid, therefor it has been figured that the D.W.Griffith, Incorporated owe the Edgewater Point, Incorporated from July 15, 1925 to August 4, 1925, amounting to $314.50.

Town Tax has been computed on the basis of becoming a lien April 1st, 1925 and running from April 1st, 1925 to April 1st 1926. This in accordance with a receipted bill presented by the D.W.Griffith Incorporated. The bill for this period has been paid amounting to $1931.20 and accordingly has been computed on a basis that the Edgewater Point, Incorporated owes to the D.W.Griffith Incorporated from August 4, 1925 to April 1st, 1926, a period of 7 months, 26 days amounting to $1265.87.

School Tax has been computed as becoming a lien September 1, 1925 and in accordance with receipt duly presented by the D.W.Griffith Incorporated, this tax has been paid to September 1, 1925, amounting to $3498.40, therefor in accordance with this the Edgewater Point, Incorporated owes to the D.W. Griffith Incorporated from August 4, 1925 to September 1, 1925 a period of 27 days, amounting to $262.17.

Therefore, after above computation the Edgewater Point, Incorporated will owe a total of $1528.04 and the Griffith Corporation owes $314.50, leaving a balance in favor of the Griffith Corporation of $1213.54.

These figures are subject to revision.

This adjustment is based upon the assumption that the foregoing has covered all the taxes paid or unpaid. Should there be any other taxes, paid or unpaid, further adjustments will be made in accordance therewith.

Edgewater Point, Inc
By E.W. Hapgood Pres.

D.W. Griffith Inc

Pres

BY - L A W S
of
EDGEWATER POINT, INCORPORATED

---o 0 o---

ARTICLE I.

Sec. 1. ANNUAL MEETINGS. -- The annual meeting of stockholders for the election of Directors for the ensuing year and for such other business as may properly come before the meeting, shall be held at the office of the Company in the Borough of Manhattan, City and State of New York, on the 4th day of January of each year, at two o'clock in the afternoon of that day, and should the 4th day of January fall upon a Sunday or a legal holiday, then upon the first day thereafter not a legal holiday. The Secretary shall serve personally or send through the Post Office, at least ten days before such meeting, a notice thereof addressed to each stockholder at his last known Post Office address. At all meetings of stockholders, except where it is otherwise provided by in law, it shall be necessary that stockholders representing in person or by proxy a majority of the capital stock shall be present to constitute a quorum. In case a quorum shall not be present at any meeting, a majority of those present may adjourn the meeting to some future time for the transaction of such business for which the same may have been called.

Sec. 2. SPECIAL MEETINGS. -- Special Meetings of stockholders, other than those regulated by Statute, may be called at any time by the President or a majority of the Directors upon ten days' notice to each stockholder of record, such notice to contain a statement of the business to be transacted at such meeting and to be served personally or sent through the Post Office, addressed to each such stockholder of record at his last known Post Office address.

The Board of Directors shall also in like manner call a special meeting of stockholders, whenever so requested in writing by stockholders representing not less than one-third of the capital stock of the Company.

No business other than that specified in the call for the meeting shall be transacted at any special meeting of the stockholders.

Sec. 3. VOTING.-- At all meetings of the stockholders, each stockholder, in person or by proxy, shall be entitled to cast one vote for each share of stock standing in his or her name in the transfer books of the company at least ten days preceding the meeting; and at all elections of directors of the Company, each stockholder shall be entitled to as many votes as shall equal the number of his shares of stock multiplied by the number of directors tobe elected, and that he may cast all such votes for a single director or may distribute them among the number to be voted for, or any two or more of them, as he may see fit. All proxies shall be in writing and shall be filed with the Secretary at or previous to the time of the meeting.

Sec. 4. ORDER OF BUSINESS.-- At all meetings of stockholders the following order of business shall be observed, so far as consistent with the purposes of the meeting, viz:

1. Roll Call.
2. Report of proper notice of meeting.
3. Reading minutes of preceding meeting, and action thereon.
4. Report of President.
5. Report of Secretary.
6. Report of Treasurer.
7. Report of Committees,(if any).
8. Election of Directors.
9. Unfinished business.
10. New Business.

ARTICLE II.
Directors.

Sec. 1. NUMBER.--The affairs of the business of the Company shall be managed by a Board of seven Directors, who need not be stockholders, and at least one of such Directors shall be a resident of the State of New York.

Sec. 2. HOW ELECTED.--At the annual meeting the five persons receiving a plurality of the votes cast at the election held thereat, shall be Directors for the ensuing year.

Sec. 3. TERM OF OFFICE.--The term of office of each of the Directors shall be one year and thereafter until a successor be elected.

Sec. 4. DUTIES OF DIRECTORS.--The Board of Directors shall have the control and general management of the affairs and business of the Company and may delegate said control and general management of the Business affairs of the company to its President or other officer or General Manager.

Such Directors shall in all cases act as a board regularly convened by a majority thereof, and they may adopt such rules and regulations for the conduct of their meetings and the management of the company as they may deem proper, not inconsistent with these by-laws and the laws of the State of New York.

Sec. 5. DIRECTORS' MEETINGS:-- Regular meetings of the Board of Directors shall be held at such times that the Board shall designate. Special meetings of the Board of Directors may be called by the President. Special meetings must be called by the President, the Vice-President or the Secretary upon the written request of two directors.

Notice of special meetings of the Board of Directors, shall be given by service upon each Director in person or by mailing to him at his last known Post Office Address, at least two days before the date therein designated for such meeting, including the day of mailing of a written or printed notice thereof signed by the Secretary, specifying the time and place of such meeting.

In case of special meetings, such notice shall specify the business to be brought before the meeting and no business other than that specified in such notice shall be transacted at any special meeting.

At any meeting of the Board ofDirectors a majority of the whole number of Directors shall constitute a lawful quorum for the transaction of business; but in the event of a quorum not being present, a less number may adjourn the meeting to some future time not more than twenty days later.

At all meetings of the Board of Directors, each Director is to have one vote, irrespective of the number of shares of stock of this Company that he may hold.

At any meeting at which every member of the Board of Directors shall be present, though held without notice, any business may be transacted which might have been transacted if the meeting had been duly called.

Sec. 6. VACANCIES.--Whenever any vacancy shall occur in the Board of Directors by death, resignation or otherwise, the same shall be filled without undue delay at a special meeting of the board of directors, which meeting shall be held within sixty days after the occurrence of such vacancy, The persons chosen shall hold office until the next annual meeting or until his successor shall be chosen at a special meeting of the shareholders.

Sec. 7. REMOVAL OF DIRECTORS.--Any one or more of the Directors may be removed, either with or without cause at any time by a vote of the stockholders holding two-thirds of the stock, at any special meeting called for the purpose or at the annual meeting.

ARTICLE III.

Officers.

Sec. 1. NUMBER OF OFFICERS.---The officers of the company shall be a President, a Vice-President, a Treasurer and a Secretary, but the person holding the office of Treasurer may also hold that of Secretary. The President and the Vice-President shall be directors of the company.

Sec. 2. ELECTION OF OFFICERS. The officers of the Company shall be chosen annually by the Board of Directors immediately after the election of each new Board and shall hold office until their successors are duly chosen and qualified.

Sec. 3. REMOVAL OF OFFICERS.-- Any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, provided not less than three Directors vote in favor of such removal.

Sec. 4. THE PRESIDENT. The President shall: -

a. Preside at all meetings of the Board of Directors.
b. Call to order and act as temporary chairman at all meetings of stockholders .
c. Present at each stockholders stated meeting a report of the condition of the business of the company.
d. Order the regular and special meetings of the stockholders and Directors in accordance with these By-Laws.
e. Appoint and remove all servants, agents and employees of the company, other than the Vice-President, Secretary and Treasurer, and shall fix their compensation unless otherwise ordered by the Board of Directors.
f. Make and sign all contracts and agreement s and see that they are properly carried out.
g. See that the books, reports, statements and certificates required by the statutes under which the Company is organized are properly kept, made and filed according to law.

h. Sign all certificates of stock of the Company unless otherwise ordered by the Board of Directors.
i. Sign all checks, notes, drafts, or bills of exchange unless otherwise ordered by the Board of Directors.

j. Enforce these by-laws.
k. Do and perform all acts incidental to the position of President, or which are authorised or required by law.
l. Act as General Manager of the Company at its principal business office and be in immediate control of the business.

Sec. 5. THE VICE-PRESIDENT-- The Vice-President shall during the absence or inability of the President, do and perform all the duties of the President as set forth in these by-laws or in the acts under which this Company is organized and when so acting shall have all the powers and be subject to all the restrictions thereby given to or imposed upon said President.

Sec. 6. THE SECRETARY.-- The Secretary shall:-

a. Keep the minutes of the meetings of the Board of Directors and of the stockholders in appropriate books.
b. Give and serve all notices of the Company.
c. Be custodian of the records and of the seal and affix the latter when required.
d. Keep the stock and transfer books in such a manner as to show at any time the amount of capital stock, the manner and the time the same was paid in, the names of the owners thereof, alphabetically arranged, and their respective places of residence and their Post Office addresses, the number of shares owned by each and the time at which each person became such owner, and keep such stock and transfer books open daily during the usual hours of business at the office of the company, subject to the inspection of any stockholder or judgment creditor of the company, and permit such stockholder or judgment creditor of the company to make extracts from said books to the extent and as prescribed by Law.

e. Lay before the Board of Directors at their stated meetings all communications addressed to

his officially by the President or any officer or shareholder of the Company.

f. Attend to all correspondence and perform all the duties incidental to the office of Secretary.

g. Countersign all certificates of stock signed by the President or Vice-President.

Sec. 7. ASSISTANT SECRETARY.--~~In the absence of or disability of the Secretary,~~ The Directors may appoint an Asst. Secretary, who shall have the powers and be subject to the responsibilities of the Secretary for so long as the Board may direct.

Sec. 8. THE TREASURER.--The Treasurer shall:-

a. Have the care and custody of and be responsible for all the funds and securities of the company and deposit all such funds in the name of the company, if ordered by the Board of Directors, in such bank as the Directors may designate.

b. Sign such checks, drafts, and orders for the payment of money when ordered by the Board of directors, which shall be countersigned by the President or Vice-President, and to pay out and dispose of the same under the direction of the President or Vice-President.

c. Exhibit at all reasonable times his books and accounts to any Director or Stockholder of the Company upon application at the office of the Company during business hours.

d. Render a statement of the conditions of the finances of the Company at each stated meeting of the Board of Directors, if called upon so to do, and a full financial report at the annual meeting of the stockholders.

e. Generally perform all the duties appertaining to the office of Treasurer.

Sec. 9. ASSISTANT TREASURER.--~~In the absence of or disability of the Treasurer, a majority of~~ The Board of Directors may appoint an Assistant Treasurer, who shall have such powers during the absence of the Treasurer as shall be given him by the Board of Directors.

Sec. 10. TREASURER'S BOND:-- The Treasurer shall,

if required by the Board of Directors, give to the Company such security for the faithful discharge of his duties as the Board may direct.

Sec. 11. VACANCIES, HOW FILLED.--Should any vacancy occur by death, resignation or otherwise, the same shall be filled without undue delay by the Board of Directors, at a special or regular meeting.

Sec.12 The funds of the Company shall be under the control of the Board of Directors and may be kept on deposit and shall be subject to withdrawal in such manner as said Board shall determine.

ARTICLE IV.

Sec. 1. INSPECTORS OF ELECTION.--Two Inspectors of Election shall be elected at each annual meeting of stockholders to serve for one year, and in the case of the refusal or inability of either or all of them to act, or his or their absence at the time of election, the meeting may appoint another or others to act in his or their place. But the Inspectors of the first election of Directors and of all previous meetings of the stockholders shall be appointed by the Board of Directors named in the certificate of Incorporation. No director shall be elegible to election as Inspector. Every Inspector shall, before entering upon the discharge of his duties, be sworn to faithfully execute the duties of Inspector at such meeting with strict impartiality and according to the best of his ability, and such oath shall be subscribed by him and immediately filed in the office of the Clerk of the County in which such election or meeting shall be held with the certificate of the result of the vote taken thereat, as provided by Section 28th of the Stock Corporation Law. An Inspector need not be a Stockholder.

ARTICLE V.

Sec. 1. AUDIT COMMITTEE.--The Board of Directors may appoint annually two of its members as an Audit Committee whose duties shall be to audit the accounts of the Treasurer previous to the annual meeting and at such times as the Board of Directors may authorize.

ARTICLE VI.

Seal. The seal of the Corporation shall be as follows:

ARTICLE VII.
Certificate of Stock.

Sec. 1. DESCRIPTION OF STOCK CERTIFICATE. The Certificates of stock shall be numbered and registered in order in which they are issued. They shall be bound in a book and shall be issued in consecutive order therefrom and in the margin thereof shall be entered the name of the person owning the shares therein represented, with the number of shares, and the date thereof.

Such certificates shall exhibit the holder's name and the number of shares. They shall be signed by the President or Vice-President and countersigned by the Secretary or Treasurer and sealed with the seal of the Company.

Sec. 2. TRANSFER OF STOCK.--The stock of the corporation shall be assignable and transferrable on the books of the Company only by the person in whose name it appears on said books, or by his legal representatives. In case of transfer by attorney, the power of attorney, duly executed and acknowledged shall be deposited with the Secretary. In all cases of transfer, the former certificate must be surrendered up and cancelled before a new certificate is issued.

No transfer shall be made upon the books of the company within ten days next preceding the annual meeting of the shareholders.

Sec. 3. LOST CERTIFICATES.-- If the holder of any stock shall lose the certificates thereof, he shall immediately notify the Company of the facts and the Board of Directors may then cause a new certificate to be issued to him, subject to the deposit of a bond in such form and with such sureties as the Board may require.

ARTICLE VIII
Dividends.

The board of Directors shall by vote declare dividends from the surplus profits of the Company whenever in their opinion the condition of the Company's affairs will render it expedient for such dividends to be declared by them. The transfer book shall be closed at least ten days previous to the date of the payment of dividends.

ARTICLE IX
Bills, Notes, Etc.

All bills payable, notes, checks or other negotiable

instruments of the Company shall be made in the name of the Company and shall be signed by the Treasurer or Assistant Treasurer, and countersigned by the President or Vice-President, or as the Board of Directors may from time to time direct.

ARTICLE X.

No contract or other transaction between the corporation and any other corporation shall be affected or invalidated by the fact that any one or more of the directors of this corporation is or are interested in, or is a director or officer, or are directors or officers of such other corporation, and any director or directors, individually or jointly may be a party or parties to, or may be interested in any contract or transaction of this corporation or in which this corporation is interested; and no contract, act or transaction of this corporation with any person or persons, firm or corporation, shall be affected or invalidated by the fact that any director or directors of this corporation is a party or are parties to or interested in such contract, act or transaction, or in any way connected with such person or persons, firm or association, and each and every person who may become a director of this corporation is hereby relieved from any liability that might otherwise exist from contracting with the corporation for the benefit of himself or any firm, association or corporation in which he may be in anywise interested.

ARTICLE XI.
Executive Committee

Sec. 1. HOW CONSTITUTED AND POWERS:--The board of directors may, by resolution passed by a majority of the whole board, designate two or more of their number, one of whom shall be the President, to constitute an executive committee, who shall serve during the pleasure of the board, and may delegate to said committee any or all of the powers of the board of directors in the management of the business and affairs of the Corporation, including the power to authorize the seal of the Corporation to be affixed to all papers which may require it.

Sec. 2. ORGANIZATION, etc. The President shall be ex-officio chairman of the executive committee and the Secretary

of the Corporation shall act as its secretary. The committee shall keep a record of its acts and proceedings and report the same from time to time to the board of directors.

Sec. 3. MEETINGS. Regular meetings of the executive committee, of which no notice shall be necessary, shall be held on such days and at such place as shall be fixed by a resolution adopted by the vote of a majority of the whole committee. Special meetings of the committee may be called by the President, or by any member of the committee. Notice of each Special meeting of the committee ~~may~~ shall be mailed to each member of the committee addressed to him at his residence or usual place of business at least two days before the day on which the meeting is to be held, or shall be sent to him at such place by telegraph, or be delivered personally or by telephone not later than one day before the day on which the meeting is to be held. Notice of any such meeting may be dispensed with if every member of the committee shall attend in person, or if every absent member shall, in writing or by telegram, filed with the records of the meeting, either before or after the holding thereof, waive such notice.

Sec. 4. QUORUM AND MANNER OF ACTING: Unless otherwise provided by resolution of the board of directors a majority of the executive committee shall be required to constitute a quorum for the transaction of business, and the act of a majority of those present at a meeting at which a quorum is present shall be the act of the executive committee. The members of the executive committee shall act only as a committee, and the individual members shall have no power as such.

Sec. 5. Vacancies. Any vacancy in the executive committee shall be filled by a vote of a majority of the whole board of directors. During the temporary absence of a member of the executive committee the remaining members may appoint a member of the board of directors to act in his place.

ARTICLE XII.
Amendments.

These by-laws may be altered, amended or added to by an affirmative vote of the stockholders representing two - thirds of the whole capital stock at an annual meeting or at a special meeting called for that purpose, provided that a written notice shall have been sent to each stockholder of record at his last known Post Office address at least ten days before the date of such annual or special meeting, which notice shall state the alterations, amendments, or changes which are to be made in such by-laws. Only such changes as have been specified in the notice shall be made.

I, EARL W. HAMMONS, of the City and State of New York for and in consideration of the sum of one ($1.00) dollar and other good and valuable considerations to me in hand paid by EDGEWATER POINT, INCORPORATED, receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, and convey unto said EDGEWATER POINT, INCORPORATED, its successors and assigns, all my right, title and interest in and to a certain contract made by and between myself and D. W. Griffith, Inc., which contract is dated the second day of January, 1925, and copy of which contract is attached hereto, subject to all the terms and conditions as in said contract set forth, which contract and its obligations are hereby assumed by the said EDGEWATER POINT CORPORATION.

IN WITNESS WHEREOF I have hereonto set my hand and affixed my seal this 4th day of August, 1925.

WITNESS:
EDGEWATER POINT, INC

Earl W. Hammons L.S.

By John Kenneth
President.

ACCEPTED

AGREEMENT made this 4th day of August, 1925, between Edgewater Point, Incorporated, a New York Corporation as Landlord and D.W.Griffith Incorporated a Maryland Corporation having its principal place of business at 1476 Broadway, New York City, as Tenant.

WITNESSETH: The Landlord hereby leases unto the said Tenant the premises this day conveyed by Deed dated August 4th, 1925, between the said Tenant and Landlord for a period of 30 days at a rental of One ($1) Dollar, the receipt of which is hereby acknowledged, it being expressly understood and agreed between the parties hereto that if the Tenant shall hold over after the 4th of September, 1925 they shall pay a rentalequal to the reasonable value of the said occupancy, which rental is hereby agreed to be Five thousand ($5000) Dollars a month.

This occupancy by Tenant is limited for the sole purpose of removing its personal property now thereon as specified in a certain contract dated January 2, 1925, k

The Landlord hereby reserves the right to enter upon any part of the premises mentioned in this lease or in the Deed bearing even date herewith between the parties hereto for any purpose whatsoever.

EDGEWATER POINT INCORPORATED
By [illegible]
Landlord

D. W. GRIFFITH INCORPORATED
[illegible]
Tenant

Received Bond $355,000 made
by Edgewater Point, mortgagor to
D. W. Griffith, mortgagee, but without
documentary stamps thereon to be
affixed by D. W. Griffith, mortgagee
Motion Picture Capital Corporation
by [illegible]
Secretary

August 4, 1925

STATUTORY FORM A

Assignment of Mortgage. With Covenant—Individual or Corporation—No. 1000 N. Y. C.

Orig. delivered to Abney Ell, Esq. 44 W. 12 St.

KNOW that D. W. GRIFFITH, INCORPORATED a Maryland Corporation, having an office at No. 1476 Broadway, in the City, County and State of New York

assignor, in consideration of Ten ($10.00) Dollars, and other good and valuable consideration ~~dollars~~

paid by MOTION PICTURE CAPITAL CORPORATION, a Delaware Corporation, having an office at No. 545 Madison Avenue, in the City, County and State of New York

assignee, hereby assigns unto the assignee, a certain mortgage, made by EDGEWATER POINT, INCORPORATED, a New York Corporation, having an office at No. 130 West 42nd Street, City, County and State of New York

given to secure payment of the sum of Three hundred fifty-five thousand ($355,000) Dollars

~~XXXX~~ and interest, dated the fourth day of August, in the year one thousand nine hundred and twenty-five, and to be

recorded ~~XXXXX~~ ~~on the~~ ~~XXXXX~~ ~~day of~~ ,

in the office of the Register of the County of Westchester ,

, ~~XXXX~~ ~~in liber~~ of ~~XXXXXXX~~ ~~mortgages~~

, at page , covering premises

described therein and in a deed of even date therewith from D.W.Griffith, Incorporated to the mortgagor, and located at Mamaroneck, Westchester County, New York , which mortgage and deed are to be recorded herewith

together with

the bond or obligation described in said mortgage, and the moneys due and to grow due

thereon with the interest,

TO HAVE AND TO HOLD the same unto the assignee,
and to the successors , legal representatives
and assigns of the assignee forever.

And the assignor covenants that there is now owing upon said mortgage, without offset or defense of any kind, the principal sum of **Three hundred fifty-five thousand ($355,000.00)** dollars, with interest thereon at **the rate of Five (5%) percent** ~~[illegible]~~ per annum from the **fourth** day of **August,** nineteen hundred and **twenty-five.**

IN WITNESS WHEREOF, the assignor has duly executed this assignment this **fourth** day of **August** , nineteen hundred and **twenty five.**

IN PRESENCE OF

D.W.GRIFFITH, INCORPORATED
By W. K. Grey
Vice-President.

ATTEST:
Albert W. Berry
Secretary.

STATE OF
COUNTY OF } ss.:

On the day of , nineteen hundred and , before me came

to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged that executed the same.

STATE OF
COUNTY OF } ss.:

On the day of , nineteen hundred and , before me came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides in

that he knows

to be the individual described in, and who executed, the foregoing instrument; that he , said subscribing witness, was present and saw execute the same; and that he , said witness, at the same time subscribed h name as written thereto.

STATE OF New York
COUNTY OF New York } ss.:

On the 4th day of August , nineteen hundred and twenty-five , before me came ALBERT L. GREY

to me known, who being by me duly sworn, did depose and say that he resides in City of New York ; that he is the Vice-President of D.W.Griffith, Inc.

the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed h name thereto by like order.

RESERVE THIS SPACE

FOR USE OF RECORDING OFFICE

No.

to

ASSIGNMENT OF MORTGAGE

THE LAND AFFECTED BY THE WITHIN INSTRUMENT LIES IN BLOCK.....

IN SECTION.....ON THE LAND MAP OF THE COUNTY OF

COMPARED

LIBER

PAGE

TITLE GUARANTEE AND TRUST CO.

176 BROADWAY, NEW YORK
13 EAST 45th STREET, NEW YORK
175 REMSEN STREET, BROOKLYN
271 WEST 125th STREET, HARLEM
370 EAST 149th ST., BRONX
160-08 JAMAICA AVE., JAMAICA
90 BAY STREET, ST. GEORGE, S. I.
BRIDGE PLAZA NORTH, L. I. CITY
MINEOLA, L. I.

The first meeting of Subscribers and Incorporators of EDGEWATER POINT, INCORPORATED, held at the office of ALBERT H.T.BANKHAF on the 26th floor of 130 West 42nd Street, New York City, on the 4th day of August, 1926, at nine o'clock A.

PRESENT: Fred Francis Weiss
G.D.Murphy
John G. Pembleton.

Mr. Weiss, one of the subscribers to the Certificate of Incorporation of the Capital stock of this Company, called the meeting to order and stated the object thereof.

On motion duly made, seconded and carried, Mr. Fred Francis Weiss was duly nominated Chairman of the meeting, and on vote taken was duly elected to occupy such position.

On motion duly made, seconded and carried, G.D.Murphy was nominated Secretary thereof, and on vote was duly elected to occupy such position.

Each accepted his respective office and discharged the duties thereof until the close of the meeting.

There were present in person the following subscribers to the Capital stock:

Fred Francis Weiss
G.D.Murphy
John G. Pembleton

On motion duly made, seconded and carried, the roll of incorporators and subscribers was called by the Secretary, and each of the above incorporators and subscribers were present, showing that the total number of shares subscribed were present in person.

The Chair then declared that ten shares of the capital stock were prepresented, and the meeting was completely organized and competent to proceed to the transaction of business.

The Secretary then presented and read a waiver of notice of time and place of holding the present meeting signed by the incorporators and subscribers to the capital stock of the company.

On motion duly made, seconded and carried, the same was ordered on file.

The Secretary then presented and read to the meeting a copy of the Certificate of Incorporation of the Company and reported that the same had been filed in the office of Secretary of State on the 4th day of June, 1926, and that the organization tax on the authorized capital stock of the Company had been paid to the Secretary of State, to wit: the sum of $250, and that a receipt therefor had been given and that a duplicate original of said certificate of incorporation, together with said receipt, had been filed and recorded in the office of the County Clerk of Westchester County on the 6th day of June 1926, in which County the principal office and place of business of said corporation is to be located, and that all the fees for filing and recording the said certificate had been duly paid.

On motion duly made, seconded and carried, itwas

RESOLVED, That said report be accepted as correct, and that the Secretary be requested to cause a copy of such certificate to be filed with the minutes.

On motion duly made, seconded and carried, the by-laws of the company, which were read by the Secretary, were duly adopted, and the Secretary was instructed to place the same on file with the minutes.

It was duly moved, seconded and carried that the personal and temporary office of the Corporation be established at #130 West 42nd Street, New York City.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the Company proceed to carry out the business for which itwas incorporated.

The Chairman then stated that this Company was organized, among other purposes, for the purpose of acquiring the right, title and interest of Earl W. Hammons in and to a certain contract entered into by and between D.W.Griffith, Incorporated and E.W.Hammons, dated the 2nd day of January, 1925, and that he had received from Mr. Hammons a proposal to sell all his rights in and to and under the said contract to this Corporation.

On motion duly made, seconded and carried the following preambles and resolution were unanimously adopted:

WHEREAS, Mr. Earl W.Hammons, has offered to sell to this Corporation all his right, title and interest in

and to a certain contract entered into by and between D.W. Griffith, Incorporated and Earl W. Hammons, which contract is dated the 2nd day of January, 1925, in consideration of the assumption by this Corporation of any and all liabilities and obligations on the part of the said Earl W. Hammons performed or to be performed pursuant to the terms of said contract and the further payment by this Corporation for said sale, transfer and conveyance of such right, title and interest of Mr. Earl W. Hammons of the sum of $ in cash, or 100 shares of the Preferred capital stock of this Corporation, full paid and non-assessable, and of the par value of $100. per share, and 2500 shares of the capital stock of this Corporation full paid and non-assessable, to include the shares subscribed for by the original incorporators: and

WHEREAS, it appears to the incorporators that the property and the right, title and interest of said Earl W. Hammons in and to the same as aforesaid and as in said proposition set forth is necessary and advantageous for the business of this corporation and is the reasonable value of the amount of cash or stock to be paid therefor:

NOW, THEREFORE, be it unanimously

RESOLVED, that this Corporation accept the offer of said Earl W. Hammons as stated in his proposal dated the 4th day of August, 1925, and that the same, together with a copy of this resolution be referred to the Board of Directors of this Corporation to effect the purchase and acquisition of all of said Mr. Hammon's right, title and interest in and to said contractsas aforesaid and cause to be issued therefor in the proper form pursuant to the laws of the State of New York, 100 shares of the preferred capital stock of this Corporation, full-paid and non-assessable, and of the par value of $100. per share and 2500 shares of the capital stock of this Corporation, full-paid and non-assessable, of no par value provided that the judgment of the Board of Directors of this Company concur in our opinion as to the value of said right, title and interest to be purchased.

On motion duly made, seconded and carried, the meeting was adjourned.

To the Board of Directors of
EDGEWATER POINT, INCORPORATED,

Gentlemen:

I hereby tender my resignation as Director of your Corporation, the same to take effect immediately upon acceptance of your Board.

Dated: Aug. 4th 1925.

_____

United Artists Corporation
729 Seventh Avenue
New York

August 4, 1925.

D. W. Griffith, Inc.,
c/o Motion Picture Capital Corporation,
342 Madison Ave.,
City.

Gentlemen:-

Herewith is check from Les Artistes Associes, Paris, in the amount of Danish Kroner 300.40 - details of which are as follows:-

MONTH ENDING June 27, 1925.

DENMARK	White Rose	Dan.Kr.52.90
	America	247.50
		300.40

67 59

Very truly yours,

UNITED ARTISTS CORPORATION

F A Beach

Comptroller
F. A. Beach

R:SL

Enc.

August 4th, 1925.

The First National Bank of Mamaroneck,
Mamaroneck, N.Y.

Gentlemen,

In confirmation of telephone conversation, will you kindly stop payment on our payroll check number 40196 drawn to the order of John Lloyd in the amount of $150.00 and dated August 3rd, 1925.

Kindly acknowledge receipt of this advice.

Very truly yours,

D.W.GRIFFITH, INCORPORATED.

By

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 ~~[illegible]~~ FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT

TELEPHONE
VANDERBILT 3110

149

August 4, 1925

Albert H. Banshaf, Esq.,
D.W. Griffith, Inc.,
130 West 42nd Street,
New York, N.Y.

Dear Mr. Banshaf:

Enclosed you will find Galley Proof Copy of the proposed new "Standard Exhibition Contract".

Will you be good enough to examine the proof at your earliest convenience so that at the next meeting of the Law Committee (which will be held at this office on Tuesday, August 11 at eleven o'clock A.M.) such changes or corrections as you may suggest can then be taken up.

For the purpose of comparison enclosed you will also find a copy of the present Uniform Contract.

Very truly yours,

Gabriel L. Hess

GABRIEL L. HESS
GENERAL ATTORNEY

PHOTOPLAY—GALLEY—ONE

STANDARD EXHIBITION CONTRACT

Agreement, made in cate this day of 19 , between
a corporation (hereinafter called "the Distributor"), party of the first part, and
an exhibitor operating the Theatre,
No. Street, City,
State (hereinafter called "the Exhibitor"),
Party of the Second Part,

WITNESSETH:

That in consideration of the mutual covenants herein contained and of the payment on account herein provided for, the parties hereto agree as follows:

LICENSE.

FIRST: The Distributor hereby grants to the Exhibitor, and the latter accepts, a license under the respective copyrights of the several photoplays designated and described, in the schedule herein subject to the terms and conditions hereinafter stated, to exhibit during the year commencing with the date fixed for the exhibition in the above named theatre, of the first photoplay deliverable hereunder, each of such photoplays at the said theatre only, for the number of successive days hereinafter specified.

Such license shall be specifically for the exhibition of such photoplays at said theatre on said exhibition dates and for no other purpose.

TIME AND PLACE OF EXHIBITION.

SECOND: The Exhibitor agrees to exhibit said photoplays only at the theatre above specified on the date or dates set forth or determined as hereinafter provided, and will not allow any positive print to leave the Exhibitor's possession during the period specified for the exhibition thereof by the Exhibitor, nor exhibit or permit the exhibition of any such positive print at any other time or place than those herein specified or determined as herein provided.

PAYMENT.

THIRD: The Exhibitor agrees to pay for such license as to each of such photoplays the sums herein specified at least three (3) days in advance of the date of shipment from the Distributor's exchange or from the last previous Exhibitor of the positive print thereof.

PROTECTION AND RUN.

FOURTH: During the life of this contract the Distributor agrees not to authorize or license the exhibition of any such photoplays in violation of the run, protection period or zone or territory provisions in this Article contained.

Run: days ( )
Protection Period: (Computed from the first date of exhibition as fixed herein)
Zone or Territory:

STANDARD EXHIBITION CONTRACT

Agreement, made in cate this day of
19 , between
a corporation (hereinafter called "the Distributor"), party of the first part, and
an exhibitor operating the Theatre,
No. Street, City,
State (hereinafter called "the Exhibitor"),
Party of the Second Part,

WITNESSETH:

That in consideration of the mutual covenants herein contained and of the payment on account herein provided for, the parties hereto agree as follows:

LICENSE

FIRST: The Distributor hereby grants to the Exhibitor, and the latter accepts, a license under the respective copyrights of the several photoplays designated and described, in the schedule herein subject to the terms and conditions hereinafter stated, to exhibit during the year commencing with the date fixed for the exhibition in the above named theatre, of the first photoplay deliverable hereunder, each of such photoplays at the said theatre only, for the number of successive days hereinafter specified.

Such license shall be specifically for the exhibition of such photoplays at said theatre on said exhibition dates and for no other purpose.

TIME AND PLACE OF EXHIBITION.

SECOND: The Exhibitor agrees to exhibit said photoplays only at the theatre above specified on the date or dates set forth or determined as hereinafter provided, and will not allow any positive print to leave the Exhibitor's possession during the period specified for the exhibition thereof by the Exhibitor, nor exhibit or permit the exhibition of any such positive print at any other time or place than those herein specified or determined as herein provided.

PAYMENT.

THIRD: The Exhibitor agrees to pay for such license as to each of such photoplays the sums herein specified at least three (3) days in advance of the date of shipment from the Distributor's exchange or from the last previous Exhibitor of the positive print thereof.

PROTECTION AND RUN.

FOURTH: During the life of this contract the Distributor agrees not to authorize or license the exhibition of any such photoplays in violation of the run, protection period or zone or territory provisions in this Article contained.

Run: days ( )
Protection Period: (Computed from the first date of exhibition as fixed herein)
Zone or Territory:

DELIVERY OF PRINTS.

FIFTH: The Distributor agrees to deliver during the period specified in Article First hereof (by delivery to a common carrier or other agent of the Exhibitor) a positive print of each of such photoplays in time for exhibition at the theatre and on the dates specified or on the dates determined as herein provided.

SELECTION OR DESIGNATION OF PLAY DATES.

SIXTH: The Distributor shall give the Exhibitor at least four (4) weeks' notice in writing of the date upon which each photoplay, the exhibition dates of which are not specified in this contract, will be available to the Exhibitor and shall at the same time notify the Exhibitor that the latter may select exhibition dates within the fortnight commencing with such date of availability. Within two (2) weeks after the mailing of such notice the Exhibitor shall notify the Distributor in writing of the exhibition date or dates (within such fortnight) selected by the Exhibitor. In the event of the failure of the Exhibitor so to do, the Distributor may, at any time after the expiration of said period of two (2) weeks from the date of the initial notice of availability sent by the Distributor, designate the exhibition date or dates of such photoplay by mailing notice in writing thereof to the Exhibitor at least two (2) weeks before the first exhibition date so designated; and the period of protection (if any) afforded the Exhibitor under this contract shall commence to run with the expiration of the fortnight described in the initial notice of availability.

In the event that the exhibition date or dates selected by the Exhibitor as above provided are not open to the Exhibitor, then the exhibition date or dates shall be the next open date or dates available to the Exhibitor, provided such date or dates do not occur earlier than two (2) nor later than six (6) weeks from the exhibition date or dates first selected by the Exhibitor. Any exhibition dates selected by the Exhibitor (if open) or designated by the Distributor as above provided, or otherwise agreed upon between the Distributor and the Exhibitor, shall be for all purposes the exhibition dates of such photoplay as though originally specified in this contract.

In case this contract embraces a series of feature photoplays, five reels or more in length, and featuring a particular star or director, the Exhibitor shall not be required hereunder to exhibit more than one photoplay of such series every five (5) weeks.

RETURN OF PRINTS.

SEVENTH: The Exhibitor agrees to return each positive print received by the Exhibitor hereunder, with the reels and containers furnished therewith, to the exchange of the Distributor from which the Exhibitor is served (hereinafter termed "the Distributor's Exchange") or as otherwise directed by the Distributor immediately after the last exhibition of such positive print licensed hereunder, in the same condition as when received by the Exhibitor, reasonable wear and tear due to the proper use thereof excepted. The Exhibitor agrees to pay all costs of transportation of such positive prints, reels and containers from the Distributor's exchange or the last previous exhibitor having possession of any such positive print (as the case may be) and return to the Distributor's exchange; or if directed by the Distributor, to ship such positive prints elsewhere than to the Distribtuor's exchange, transportation charges collect. It is agreed that the delivery of a positive print properly directed and packed in the container furnished by the Distributor therefor, to a carrier designated or used by the Distributor and proper receipt therefor obtained by the Exhibitor, shall constitute the return of such positive print by the Exhibitor.

LOSS AND DAMAGE TO PRINTS.

EIGHTH: The Exhibitor shall pay to the Distributor the sum of four (4) cents for each linear foot of any positive print lost, stolen or destroyed or injured in any way in the interval between the delivery thereof by the Distributor and the return thereof by the Exhibitor in full settlement of all claims for such loss, theft, destruction or injury. If any such positive prints or any part thereof is colored, then for any such print or part thereof the Exhibitor shall pay to the Distributor the laboratory cost thereof instead of four (4) cents per linear foot. (Laboratory invoice for such colored print or part thereof shall be conclusive of such laboratory cost upon the parties hereto). Such payment, however, shall not tranfer title to or any interest in such positive prints to the Exhibitor or any other party, nor release the Exhibitor from liability arising out of any breach of this agreement. The Distributor shall repay or credit to the Exhibitor any sums paid by the latter for lost or stolen prints upon their return to the Distributor within thirty (30) days after the date when the same should have been returned hereunder. The Exhibitor shall immediately notify the Distributor's exchange by telegram of the loss, theft or destruction of or damage or injury to any positive print. If any print shall be received from the Exhibitor by the Distributor or any subsequent exhibitor in a damaged or partially destroyed condition it shall be deemed to have been so damaged or destroyed by the Exhibitor unless the latter, on the day of receipt of such print, shall have telegraphed the Distributor's exchange that such print was received by him in a damaged or partially destroyed condition, and setting forth fully the nature of such damage and the amount of footage so damaged or destroyed.

DELAY IN RELEASE.

NINTH: If by reason of any of the contingencies enumerated in Article Eighteen hereof, the Distributor shall be prevented from delivering to the Exhibitor any of the photoplays above specified within the period above limited, the Distributor agrees to deliver to the Exhibitor a print of any such photoplay at the earliest time thereafter, and such delivery in any such case shall be with the same force and effect as though delivery took place within the period hereinabove limited, and the Exhibitor agrees to accept, pay for and exhibit any such photoplay at any such later period pursuant to the terms hereof.

due to the proper use thereof excepted. The exhibitor agrees to pay all costs of transportation of such positive prints, reels and containers from the Distributor's exchange or the last previous exhibitor having possession of any such positive print (as the case may be) and return to the Distributor's exchange; or if directed by the Distributor, to ship such positive prints elsewhere than to the Distributor's exchange, transportation charges collect. It is agreed that the delivery of a positive print properly directed and packed in the container furnished by the Distributor therefor, to a carrier designated or used by the Distributor and proper receipt therefor obtained by the Exhibitor, shall constitute the return of such positive print by the Exhibitor.

LOSS AND DAMAGE TO PRINTS.

EIGHTH: The Exhibitor shall pay to the Distributor the sum of four (4) cents for each linear foot of any positive print lost, stolen or destroyed or injured in any way in the interval between the delivery thereof by the Distributor and the return thereof by the Exhibitor in full settlement of all claims for such loss, theft, destruction or injury. If any such positive prints or any part thereof is colored, then for any such print or part thereof the Exhibitor shall pay to the Distributor the laboratory cost thereof instead of four (4) cents per linear foot. (Laboratory invoice for such colored print or part thereof shall be conclusive of such laboratory cost upon the parties hereto). Such payment, however, shall not tranfer title to or any interest in such positive prints to the Exhibitor or any other party, nor release the Exhibitor from liability arising out of any breach of this agreement. The Distributor shall repay or credit to the Exhibitor any sums paid by the latter for lost or stolen prints upon their return to the Distributor within thirty (30) days after the date when the same should have been returned hereunder. The Exhibitor shall immediately notify the Distributor's exchange by telegram of the loss, theft or destruction of or damage or injury to any positive print. If any print shall be received from the Exhibitor by the Distributor or any subsequent exhibitor in a damaged or partially destroyed condition it shall be deemed to have been so damaged or destroyed by the Exhibitor unless the latter, on the day of receipt of such print, shall have telegraphed the Distributor's exchange that such print was received by him in a damaged or partially destroyed condition, and setting forth fully the nature of such damage and the amount of footage so damaged or destroyed.

DELAY IN RELEASE.

NINTH: If by reason of any of the contingencies enumerated in Article Eighteen hereof, the Distributor shall be prevented from delivering to the Exhibitor any of the photoplays above specified within the period above limited, the Distributor agrees to deliver to the Exhibitor a print of any such photoplay at the earliest time thereafter, and such delivery in any such case shall be with the same force and effect as though delivery took place within the period hereinabove limited, and the Exhibitor agrees to accept, pay for and exhibit any such photoplay at any such later period pursuant to the terms hereof.

RE-ISSUES.

TENTH: None of the photoplays specified in this agreement are re-issues from old negatives or are old negatives renamed, excepting the following:

ASSIGNMENT AND SALE OF THEATRE.

ELEVENTH: This contract shall not be assigned by either party without the written acceptance of the assignee and the written consent of the other party; *provided*, that if the Exhibitor sells or disposes of his interest in the theatre above specified, he may assign this contract to the purchaser of such interest without the written consent of the Distributor and such assignment shall become effective upon the written acceptance thereof by the assignee, such assignment, however, not tc relieve the Exhibitor of his liability hereunder, unless the Distributor consents in writing to release the Exhibitor from such liability.

EXHIBITION AND ADVERTISING.

TWELFTH: The Exhibitor agrees to run photoplays as delivered without alteration, except with the written or telegraphic approval of the Distributor, subject to requirements of competent public authorities necessitating any change. The Exhibitor also agrees to advertise and announce each photoplay as a " Picture." In all newspaper advertising and publicity relating to said photoplays issued by the Exhibitor, the Exhibitor shall adhere to the form of announcement contained in the advertising matter issued by the Distributor.

All advertising accessories used by the Exhibitor in connection with the exhibition of said photoplays must be leased from or through the Distributor and must not be sold, leased or given away by the Exhibitor.

Unless the run specified in Article Second hereof is a "first run" the exhibitor agrees not to advertise any of the photoplays herein provided for by means of lithographs, slides, trailers, lobby displays, newspaper announcements or advertising or otherwise prior to fourteen (14) days before the first exhibition date of each such photoplay.

WARRANTY.

THIRTEENTH: The Distributor warrants that the photoplays herein provided for will not contain any advertising matter of any kind for which compensation is directly or indirectly received.

TAXES.

FOURTEENTH: The Exhibitor agrees to pay to the Distributor, upon demand, any Government tax imposed or based upon the sums payable under this contract.

PERCENTAGE REPORTS.

FIFTEENTH: If this contract calls for payment or any part thereof computed upon the Exhibitor's gross receipts the exhibitor shall furnish to the Distributor daily a correct itemized statement of the gross receipts of said theatre for admission thereto upon the play date or dates of each photoplay for which payment is so required to be made. Should the Distributor so require, such itemized statements shall be made upon forms furnished by the Distributor.

The Distributor shall have access during the period of exhibition of each such photoplay and for a period not longer than sixty (60) days thereafter for the purpose of inspection to the box office and to all books and records relating to the Exhibitor's box office receipts during the period of exhibition of each such photoplay.

Payments or any part thereof computed upon the Exhibitor's box office receipts shall be made the day following the last exhibition of the print of each photoplay for which payment is so required to be made; and in case such exhibition continues for more than seven (7) days such payment shall be made at the end of each week of exhibition or fraction thereof.

ADMISSION CHARGE.

SIXTEENTH: The Exhibitor shall not exhibit the photoplays herein provided for unless an actual admission charge of not less than cents is charged for each exhibition at the said theatre on the dates when said photoplays shall be exhibited.

PAYMENT ON ACCOUNT.

SEVENTEENTH: The Exhibitor agrees to pay to the Distributor, upon execution hereof, the sum of dollars ($) as payment on account of the sums last payable hereunder.

PREVENTION OF PERFORMANCE.

EIGHTEENTH: In case the Distributor shall be delayed in or prevented from making deliveries, resulting from the elements, accidents, strikes, fires, insurrections, acts of God, the public enemy, public calamity, court orders, censor rulings, delays of any common carrier, delays in the production, failure of the Producers of any such photoplays to make or deliver them to the Distributor, or of any of the above-named stars or other performers to appear therein in time for delivery as above provided, or the failure or delay of any prior exhibitor in returning any positive print to the Distributor, or in forwarding it to a subsequent exhibitor, such delay or prevention of delivery shall be excused and all damages arising therefrom are hereby expressly waived by the Exhibitor.

In case the Exhibitor shall be prevented from performance of this contract by censorship, the elements, accidents, strikes, fires, insurrections, acts of God, the public enemy, public calamity or order of any Court of competent jurisdiction, performance by the exhibitor shall be excused and all damages arising therefrom are hereby expressly waived by the Distributor.

of exhibition of each such photoplay.

Payments or any part thereof computed upon the Exhibitor's box office receipts shall be made the day following the last exhibition of the print of each photoplay for which payment is so required to be made; and in case such exhibition continues for more than seven (7) days such payment shall be made at the end of each week of exhibition or fraction thereof.

CONTROLLING PRICES.

SIXTEENTH: The Exhibitor shall not exhibit the photoplays herein provided for unless an actual admission charge of not less than cents is charged for each exhibition at the said theatre on the dates when said photoplays shall be exhibited.

PAYMENT ON ACCOUNT.

SEVENTEENTH: The Exhibitor agrees to pay to the Distributor, upon execution hereof, the sum of dollars ($) as payment on account of the sums last payable hereunder.

PREVENTION OF PERFORMANCE.

EIGHTEENTH: In case the Distributor shall be delayed in or prevented from making deliveries, resulting from the elements, accidents, strikes, fires, insurrections, acts of God, the public enemy, public calamity, court orders, censor rulings, delays of any common carrier, delays in the production, failure of the Producers of any such photoplays to make or deliver them to the Distributor, or of any of the above-named stars or other performers to appear therein in time for delivery as above provided, or the failure or delay of any prior exhibitor in returning any positive print to the Distributor, or in forwarding it to a subsequent exhibitor, such delay or prevention of delivery shall be excused and all damages arising therefrom are hereby expressly waived by the Exhibitor.

In case the Exhibitor shall be prevented from performance of this contract by censorship, the elements, accidents, strikes, fires, insurrections, acts of God, the public enemy, public calamity or order of any Court of competent jurisdiction, performance by the exhibitor shall be excused and all damages arising therefrom are hereby expressly waived by the Distributor.

The Distributor or the Exhibitor (as the case may be) shall give prompt notice to the other of the happening of any of the above mentioned contingencies, and the reasons therefor.

DEFAULT OR BREACH.

NINETEENTH: In the event of default by the Exhibitor in exhibiting or paying for any said photoplays in accordance with the provisions hereof or if the Exhibitor shall exhibit or permit the exhibition of any of said photoplays at any time or place other than those above specified, the Distributor may at its option terminate this contract or suspend the delivery of additional photoplays hereunder until such defaults shall cease and be remedied, but the election of either of said remedies shall be without prejudice to any other of the rights or remedies of the Distributor in the premises by reason of such breach. In the event of the violation by the Distributor of any protection or "run" clause contained in this contract, or in the event of the default of the Distributor in delivering any photoplay to the Exhibitor hereunder and while such last-mentioned default continues, the Exhibitor may at his option terminate this contract by giving immediate notice in writing to the Distributor, but the election of such remedy shall be without prejudice to any other rights or remedies of the Exhibitor in the premises by reason of such breach. No waiver by either party of any breach or default by the other party shall be construed as a waiver of any subsequent breach or default by such other party.

ARBITRATION.

TWENTIETH: The parties hereto agree that before either of them shall resort to any court to determine, enforce or protect the legal rights of either hereunder, each will submit to the Board of Arbitration (established or constituted pursuant to rules and regulations now on file in the office of the Motion Picture Producers and Distributors of America, Inc., and identified by the signature of its President, a copy of which will be furnished to the Exhibitor upon request) in the city wherein is situated the branch office of the Distributor from which the Exhibitor is served (unless the parties hereto agree in writing that such submission shall be made to a Board of Arbitration located in another specified city), all claims and controversies arising hereunder for determination pursuant to the rules of procedure and practice adopted by such Board of Arbitration.

The parties hereto further agree to aide by and forthwith comply with any decision and award of such Board of Arbitration in any such arbitration proceeding, and agree and consent that any such decision or award shall be enforceable in or by any court of competent jurisdiction pursuant to the laws of such jurisdiction now or hereafter in force; and each party hereto hereby waives the right of trial by jury upon any issue arising under this contract, and agrees to accept as conclusive the findings of fact made by any such Board of Arbitration, and consents to the introduction of such findings in evidence in any judicial proceeding.

In the event that the Exhibitor shall fail or refuse to consent to submit to arbitration any claim or controversy arising under this or any other film service contract providing for arbitration entered into after July 1st, 1925, and containing provisions substantially similar to the provisions of this "Standard Form of Exhibition Contract" which the Exhibitor may have with this or any other distributor or to abide by and forthwith comply with any decision of such Board of Arbitration upon any such claim or controversy so submitted, or if the Exhibitor shall be found by such Board of Arbitration in any such arbitration proceeding to have been guilty of such a breach of contract as shall in the opinion of such Board of Arbitration justify this or any other distributor in requiring security in dealings with the Exhibitor, the Distributor may, at its option, demand, for its protection and as security for the performance by the Exhibitor of this and all other existing contracts between the parties hereto, payment by the Exhibitor of an additional sum not exceeding $500 under each existing contract, such sum to be retained by the Distributor until the complete performance of all such contracts and then applied, at the option of the Distributor, against any sums finally due or against any damages determined by said Board of Arbitration to be due to the Distributor, the balance, if any, to be returned to the Exhibitor; and in the event of the Exhibitor's failure to pay such additional sum within seven days after demand, the Distributor may at its option by written notice to the Exhibitor suspend service hereunder until said sum shall be paid and/or terminate this contract.

In the event that the Distributor shall fail or refuse to consent to the submission to arbitration of any claim or controversy arising under any film service contract which the Distributor may have with the Exhibitor, or to abide by and forthwith comply with any decision and award of such Board of Arbitration upon any such claim or controversy so submitted, or if the Distributor shall be found by such Board of Arbitration in any such arbitration proceeding to have been guilty of such a breach of contract as shall in the opinion of such Board of Arbitration justify the Exhibitor in refusing to deal with the Distributor, the Exhibitor may at his option terminate this and any other existing contract between the Exhibitor and the Distributor by mailing notice by registered mail within two (2) weeks after such failure, refusal or finding, and in addition the Distributor shall not be entitled to redress from such Board of Arbitration upon any claim or claims against any exhibitor until the Distributor shall have complied with such decision, and in the meanwhile the provisions of the first paragraph of this Article Twentieth shall not apply to any such claim or claims.

Any such termination by either party, however, shall be without prejudice to any other right or remedy which the party so terminating may have by reason of any such breach of contract by the other party.

The provisions of this contract relating to arbitration shall be construed according to the law of the State of New York.

REPRESENTATIONS.

TWENTY-FIRST: *No promises or representations have been made by either party to the other except as set forth herein.*

ACCEPTANCE OF APPLICATION.

TWENTY-SECOND: This contract shall be deemed an application for a contract only and shall not become binding until accepted in writing by an officer of the Distributor in New York and notice of acceptance sent to the Exhibitor as herein provided. The deposit by the Distributor

for the performance by the Exhibitor of this and all other existing contracts between the parties hereto, payment by the Exhibitor of an additional sum not exceeding $500 under each existing contract, such sum to be retained by the Distributor until the complete performance of all such contracts and then applied, at the option of the Distributor, against any sums finally due or against any damages determined by said Board of Arbitration to be due to the Distributor, the balance, if any, to be returned to the Exhibitor; and in the event of the Exhibitor's failure to pay such additional sum within seven days after demand, the Distributor may at its option by written notice to the Exhibitor suspend service hereunder until said sum shall be paid and or terminate this contract.

In the event that the Distributor shall fail or refuse to consent to the submission to arbitration of any claim or controversy arising under any film service contract which the Distributor may have with the Exhibitor, or to abide by and forthwith comply with any decision and award of such Board of Arbitration upon any such claim or controversy so submitted, or if the Distributor shall be found by such Board of Arbitration in any such arbitration proceeding to have been guilty of such a breach of contract as shall in the opinion of such Board of Arbitration justify the Exhibitor in refusing to deal with the Distributor, the Exhibitor may at his option terminate this and any other existing contract between the Exhibitor and the Distributor by mailing notice by registered mail within two (2) weeks after such failure, refusal or finding, and in addition the Distributor shall not be entitled to redress from such Board of Arbitration upon any claim or claims against any exhibitor until the Distributor shall have complied with such decision, and in the meanwhile the provisions of the first paragraph of this Article Twentieth shall not apply to any such claim or claims.

Any such termination by either party, however, shall be without prejudice to any other right or remedy which the party so terminating may have by reason of any such breach of contract by the other party.

The provisions of this contract relating to arbitration shall be construed according to the law of the State of New York.

REPRESENTATIONS.

TWENTY-FIRST: *No promises or representations have been made by either party to the other except as set forth herein.*

ACCEPTANCE OF APPLICATION.

TWENTY-SECOND: This contract shall be deemed an application for a contract only and shall not become binding until accepted in writing by an officer of the Distributor in New York and notice of acceptance sent to the Exhibitor as herein provided. The deposit by the Distributor of the check or other consideration given by the Exhibitor at the time of application as payment on account of any sums payable hereunder shall not be deemed an acceptance hereof by the Distributor.

Unless notice of acceptance of this application by the Distributor is sent to the Exhibitor by mail or telegraph within the number of days hereinafter specified immediately following the name of the city wherein is situated the branch office of the Distributor from which the Exhibitor is served, said application shall be deemed withdrawn and the Distributor shall forthwith return any sums paid on account thereof by the Exhibitor. Albany 10; Atlantic 15; Boston 10; Buffalo 10; Charleston 15; Charlotte 15; Chicago 15; Cincinnati 15; Cleveland 15; Dallas 20; Denver 20; Des Moines 15; Detroit 15; El Paso 25; Indianapolis 15; Jacksonville 15; Kansas City 15; Los Angeles 25; Little Rock 15; Louisville 15; Memphis 15; Milwaukee 15; Northern New Jersey 7; Minneapolis 20; Montana (Butte) 30; New Haven 10; New Orleans 15; New York City 7; Oklahoma City 20; Omaha 15; Peoria 15; Philadelphia 10; Pittsburgh 10; Portland, Ore. 30; St. Louis 15; Salt Lake City 20; San Francisco 20; Seattle 20; Washington, D. C. 10.

A copy of this application, signed by the Exhibitor shall be left with the Exhibitor at the time of signing, and in the event of acceptance thereof as above provided a duplicate copy, signed by the Distributor, shall be forwarded to the Exhibitor.

CANCELLATION.

TWENTY-THIRD: If this contract designates certain photoplays by title, it shall be non-cancellable as to such photo-plays. If it embraces a series of photoplays not designated by title it may be cancelled as to such series by either party after two photoplays of such series have been played and paid for, by notice in writing to the other party within ten (10) days after playing the second of said photoplays, such cancellation to take effect after ( ) additional photoplays shall have been played and paid for.

DIRECTION TO SALESMEN: While you have every right to trade among prospective customers to obtain the best offer possible for your product, after you have selected a particular exhibitor whose offer you believe to be the best obtainable and take a written application from such exhibitor, you are hereby directed to forward the application to the office of your company and make no further effort to sell the same service to any other exhibitor directly competing with such exhibitor until the application so forwarded has been duly rejected, accepted or withdrawn in accordance with its terms.

UNIFORM EXHIBITION CONTRACT.

Agreement, made in triplicate this day of 19 , between a corporation (hereinafter called "the Distributor"), party of the first part, and an exhibitor operating the Theatre, No. Street, City, State (hereinafter called "the Exhibitor"), party of the second part,

WITNESSETH:

That in consideration of the mutual covenants herein contained and of the payment on account herein provided for, the parties hereto agree as follows:

FIRST: The Distributor hereby grants to the Exhibitor, and the latter accepts, a license under copyright, subject to the terms and conditions hereinafter stated, to exhibit, during the year commencing 19 , each of the copyrighted photoplays hereinafter designated as more particularly described and identified in the schedule herein contained (or copyrighted photoplays starring) at the above-named theatre only, for the number of successive days hereinafter specified. The Exhibitor agrees to pay for such license as to each of such photoplays the sums hereinafter specified, at least three (3) days in advance of the date of shipment from the Distributor's exchange or the last previous Exhibitor of the positive print of such photoplay in time for exhibition in the Exhibitor's theatre on the first exhibition date of such photoplay, hereinafter set forth or determined as hereinafter provided. Such license shall be specifically for the exhibition of such photoplays at said theatre on said exhibition dates and for no other purpose. LICENSE GRANTED; PAYMENT.

If any of said photoplays shall be released by the Distributor after the period above specified, the Distributor shall be obliged to deliver such photoplays to the Exhibitor hereunder as though released within said period; and the Exhibitor agrees to accept, pay for and exhibit them at such later period pursuant to the terms hereof.

RETURN OF PRINTS.

Second: The Exhibitor agrees to return each positive print received by the Exhibitor hereunder, with any appurtenances furnished for temporary use, to the exchange of the Distributor from which the Exhibitor is served (herein termed "the Distributor's exchange"), or as otherwise directed by the Distributor, immediately after the last exhibition of such positive print permitted hereunder, in the same condition as when received by the Exhibitor, reasonable wear and tear due to the proper use thereof excepted. The Exhibitor agrees to pay all costs of transportation of such positive prints and appurtenances from the Distributor's exchange or the last previous exhibitor of any such positive print (as the case may be) and back to the Distributor's exchange; or if directed by the Distributor, to ship positive prints elsewhere than to the Distributor's exchange transportation charges collect. It is understood that the delivery of a positive print properly directed and packed in the container furnished by the Distributor therefor, to a carrier designated or used by the Distributor, and proper receipt therefor obtained by the Exhibitor, shall constitute the return of such positive print by the Exhibitor.

LOSS AND DAMAGE TO PRINTS.

Third: The Exhibitor shall pay to the Distributor the sum of six cents (6¢) for each lineal foot of any positive print lost, stolen or destroyed or injured in any way in the interval between the delivery thereof to the Exhibitor and the return thereof by the Exhibitor in full settlement of all claims for such loss, theft, destruction or injury. Such payment, however, shall not transfer title to or any interest in such positive prints to the Exhibitor or any other party, nor release the Exhibitor from liability arising out of any other breach of this agreement. The Distributor shall repay or credit to the Exhibitor any sums paid by the latter for lost or stolen prints upon their return to the Distributor within thirty (30) days after the date when the same should have been returned hereunder. The Exhibitor shall immediately notify the Distributor's exchange by telegram of the loss, theft, destruction or injury of any positive print. If any print shall be received from the Exhibitor by the Distributor or any subsequent exhibitor in a damaged or partially destroyed condition it shall be deemed to have been so damaged or destroyed by the Exhibitor unless the latter, on the day of receipt of such print, shall have wired the Distributor's exchange that such print was received by him in a damaged or partially

destroyed condition and setting forth fully the nature of such damage and the amount of footage so damaged or destroyed.

FOURTH: The Exhibitor agrees to exhibit said photoplays only at the theatre above specified on the date or dates above set forth or determined as hereinafter provided. The Exhibitor will not allow any positive print to leave the Exhibitor's possession during the period specified for the exhibition thereof by the Exhibitor, and will not exhibit or permit the exhibition of any such positive print at any other time or place than those herein specified or determined as herein provided. TIME AND PLACE OF EXHIBITION.

FIFTH: The Distributor agrees to deliver to a common carrier or other agent of the Exhibitor a positive print of each of the above photoplays in time for exhibition at the Exhibitor's theatre on the dates above specified or determined as hereinafter provided, but the Distributor shall not be liable for any failure or delay in making deliveries resulting from the elements, accidents, strikes, fires, court orders, censor rulings, delays of any common carrier, failure of the Producers of any of such photoplays to make or deliver them to the Distributor, or of any of the above-named stars or other performers to appear therein in time for delivery as above provided, or the failure or delay of any prior exhibitor in returning any positive print to the Distributor, or forwarding it to a subsequent exhibitor, or by reason of any cause not within the control of the Distributor whether of a similar or any other nature. It is understood, however, that the neglect or default of the Distributor's employees hereunder shall not be deemed a cause beyond the Distributor's control. DELIVERY OF PRINTS; PREVENTION OF DELIVERY.

SIXTH: During the life of this agreement the Distributor agrees not to authorize or license the exhibition of any of the photoplays above specified in violation of any protection or "run" clause contained in this contract. PROTECTION.

SEVENTH: In the event of default by the Exhibitor in exhibiting or paying for any photoplays in accordance with the provisions hereof or if the Exhibitor shall exhibit or permit the exhibition of any of said photoplays at any time or place other than those above specified, the Distributor may at its option terminate this contract or suspend the delivery of additional photoplays hereunder until such defaults shall MUTUAL REMEDIES FOR BREACH.

cease and be remedied, but the election of either of said remedies shall be without prejudice to any other of the rights or remedies of the Distributor in the premises by reason of such breach. In the event of the intentional violation by the Distributor of any protection or "run" clause contained in this contract, or in the event of the intentional default of the Distributor in delivering any photoplay to the Exhibitor hereunder and while such last-mentioned default continues, the Exhibitor may at his option terminate this contract by giving immediate notice in writing to the Distributor, but the election of such remedy shall be without prejudice to any other rights or remedies of the Exhibitor in the premises by reason of such breach. No waiver by either party of any breach or default by the other party shall be construed as a waiver of any subsequent breach or default by such other party.

SELECTING OR DESIGNATING OF PLAY DATES.

Eighth: The Distributor shall give the Exhibitor at least four (4) weeks' notice in writing of the date upon which each photoplay, the exhibition dates of which are not specified in this contract, will be available to the Exhibitor and shall at the same time notify the Exhibitor that the latter may select exhibition dates within the fortnight commencing with such date of availability. Within two (2) weeks after the mailing of such notice the Exhibitor shall notify the Distributor in writing of the exhibition date or dates (within such fortnight) selected by the Exhibitor. In the event of the failure of the Exhibitor so to do, the Distributor may, at any time after the expiration of said period of two (2) weeks from the date of the initial notice of availability sent by the Distributor, designate the exhibition date or dates of such photoplay by mailing notice in writing thereof to the Exhibitor at least three (3) weeks before the first exhibition date so designated; and the period of protection (if any) afforded the Exhibitor under this contract shall commence to run with the expiration of the fortnight described in the initial notice of availability.

In the event that the exhibition date or dates selected by the Exhibitor as above provided are not open to the Exhibitor, the notice of availability theretofore sent the Exhibitor by the Distributor shall be null and void and the Distributor shall be obligated to mail a new notice of availability to the Exhibitor. Any exhibition dates selected by the Exhibitor (if open) or designated by the Distributor as above

provided, or otherwise agreed upon between the Distributor and the Exhibitor, shall be for all purposes the exhibition dates of such photoplay as though originally specified in this contract.

In case of a contract for a series of feature photoplays, five reels or more in length, and featuring a particular star or director, the Exhibitor shall not be required hereunder to exhibit more than one photoplay of such series every five (5) weeks.

NINTH: None of the photoplays specified in this agreement are re-issues from old negatives or are old negatives renamed, except the following: RE-ISSUES.

TENTH: If prevented by censorship, fire, or similar damage by the elements, riots, insurrections, acts of God or the public enemy, public calamity, or the order of any Court of competent jurisdiction which shall prevent the performance of this contract by the Exhibitor, the latter shall not be liable for damages of any kind, nature or description, but the Exhibitor shall give prompt notice to the Distributor of his inability to perform said contract and the reason therefor. PREVENTION OF PERFORMANCE BY EXHIBITOR.

ELEVENTH: This contract shall not be assigned by either party without the written acceptance of the assignee and the written consent of the other party; *provided*, that if the Exhibitor sells or disposes of his interest in the theatre above specified, he may assign this contract to the purchaser of such interest without the written consent of the Distributor and such assignment shall become effective upon the written acceptance thereof by the assignee, such assignment, however, not to relieve the Exhibitor of his liability hereunder. This privilege of assignment without the consent of the Distributor shall not apply to contracts not to be performed within one year. ASSIGNMENT; SALE OF THEATRE.

TWELFTH: The Exhibitor agrees to run photoplays as delivered without alteration, except with the written or telegraphic approval of the Distributor, subject to requirements of competent public authorities necessitating any change. The Exhibitor also agrees to advertise and announce each photoplay as a " EXHIBITION AND ADVERTISING.

Picture." In all newspaper advertising and publicity relating to said photoplays, the Exhibitor shall adhere to the form of announcement contained in the advertising matter furnished by the Distributor.

TAXES.

Thirteenth: The Exhibitor agrees to pay to the Distributor, upon demand, any Government tax imposed or based upon the sums payable under this contract.

PERCENTAGE BASIS.

Fourteenth: If this contract calls for payments computed upon the Exhibitor's gross receipts, the Exhibitor shall furnish to the Distributor daily a correct itemized statement of the gross receipts of said theatre for admission thereto upon the play dates of said photoplays, upon forms supplied by the Distributor should the latter so demand; and the Distributor shall have access at all reasonable times for the purpose of inspection to the box office and to all books and records relating to the Exhibitor's box office receipts during the period of exhibition of said photoplays.

ADMISSION FEE.

Fifteenth: The Exhibitor shall charge an actual minimum admission fee of cents at said theatre on the dates when said photoplays shall be exhibited thereat.

ADVERTISING MATTER.

Sixteenth: All advertising matter used by the Exhibitor in connection with the exhibition of said photoplays must be leased from or through the Distributor and must not be sold, leased or given away by the Exhibitor.

PAYMENT ON ACCOUNT.

Seventeenth: The Exhibitor agrees to pay to the Distributor, upon execution hereof, the sum of dollars ($) as payment on account of the sums last payable hereunder.

ACCEPTANCE OF APPLICATION.

Eighteenth: No promises or representations have been made by either party to the other except as set forth herein. This agreement shall be deemed an application for a contract only and shall not become binding until accepted in writing by an officer of the Distributor and notice of acceptance sent to the Exhibitor as hereinafter provided. The deposit by the Distributor of the check or other consideration given by the Exhibitor at the time of application as payment on account of any sums payable hereunder shall not be deemed an acceptance hereof by the Distributor.

Unless notice of acceptance of this application by the Distributor is sent to the Exhibitor by mail or telegraph within the following periods after the date of application, to-wit, seven (7) days if the Exhibitor's theatre is located in the City of New York, Essex, Hudson or Bergen Counties, New Jersey or Westchester County, New York,

ten (10) days if said theatre is located elsewhere East of the Mississippi and twenty-five (25) days if located West of the Mississippi, said application shall be deemed withdrawn and the Distributor shall forthwith return any sums paid on account thereof by the Exhibitor.

A copy of this application, signed by the Exhibitor, shall be left with the Exhibitor at the time of signing, and in the event of acceptance thereof as above provided a duplicate copy, signed by the Distributor, shall be forwarded to the Exhibitor.

NINETEENTH: The parties hereto agree that before either of them shall resort to any court to determine, enforce or protect the legal rights of either hereunder, each will submit to the Board of Arbitration (established or constituted pursuant to rules and regulations now on file in the office of the Motion Picture Producers and Distributors of America, Inc., and identified by the signature of its President, a copy of which will be furnished to the Exhibitor upon request) in the city wherein is situated the branch office of the Distributor from which the Exhibitor is served, all claims and controversies arising hereunder for determination pursuant to the rules of procedure and practice from time to time adopted by such Board of Arbitration. ARBITRATION

The parties hereto further agree to abide by and forthwith comply with any decision and award of such Board of Arbitration in any such arbitration proceeding, and agree and consent that any such decision or award shall be enforceable in or by any court of competent jurisdiction pursuant to the laws of such jurisdiction now or hereafter in force; and each party hereto hereby waives the right of trial by jury upon any issue arising under this contract, and agrees to accept as conclusive the findings of fact made by any such Board of Arbitration, and consents to the introduction of such findings in evidence in any judicial proceeding.

In the event that the Exhibitor shall fail or refuse to consent to submit to arbitration any claim or controversy arising under this or any other film service contract providing for arbitration which the Exhibitor may have with this or any other distributor or to abide by and forthwith comply with any decision of such Board of Arbitration upon any such claim or controversy so submitted, or if the Exhibitor shall be found by such Board of Arbitration in any such arbitration proceeding

to have been guilty of such a breach of contract as shall in the opinion of such Board of Arbitration justify this or any other distributor in requiring security in dealings with the Exhibitor, the Distributor may, at its option, demand, for its protection and as security for the performance by the Exhibitor of this and all other existing contracts between the parties hereto, payment by the Exhibitor of an additional sum not exceeding $500 and not less than $100 under each existing contract, such sum to be retained by the Distributor until the complete performance of all such contracts and then applied, at the option of the Distributor, against any sums finally due or against any damages determined by said Board of Arbitration to be due to the Distributor, the balance, if any, to be returned to the Exhibitor; and in the event of the Exhibitor's failure to pay such additional sum within seven days after demand, the Distributor may at its option by written notice to the Exhibitor suspend service hereunder until said sum shall be paid and/or terminate this contract.

In the event that the Distributor shall fail or refuse to consent to the submission to arbitration of any claim or controversy arising under any film service contract which the Distributor may have with the Exhibitor, or to abide by and forthwith comply with any decision and award of such Board of Arbitration upon any such claim or controversy so submitted, or if the Distributor shall be found by such Board of Arbitration in any such arbitration proceeding to have been guilty of such a breach of contract as shall in the opinion of such Board of Arbitration justify the Exhibitor in refusing to deal with the Distributor, the Exhibitor may at his option terminate this and any other existing contract between the Exhibitor and the Distributor by mailing notice by registered mail within two (2) weeks after such failure, refusal or finding, and in addition the Distributor shall not be entitled to redress from such Board of Arbitration upon any claim or claims against any exhibitor until the Distributor shall have complied with such decision, and in the meanwhile the provisions of the first paragraph of this section NINETEENTH shall not apply to any such claim or claims.

Any such termination by either party, however, shall be without prejudice to any other right or remedy which the party so terminating may have by reason of any such breach of contract by the other party.

The provisions of this contract relating to arbitration shall be construed according to the laws of the State of New York.

The parties hereto agree that every existing contract between the parties hereto shall be and hereby is amended so as to include the foregoing section with the same force and effect as if originally incorporated therein.

TWENTIETH: *(Optional Clause.)* If this contract designates certain photoplays by title, it shall be non-cancellable as to such photoplays. If it embraces a series of photoplays not designated by title it may be cancelled as to such series by either party after two photoplays of such series have been played and paid for, by notice in writing to the other party within ten (10) days after playing the second of said photoplays, such cancellation to take effect after additional photoplays shall have been played and paid for. CANCELLATION.

DIRECTION TO SALESMEN: While a salesman has every right to trade among prospective customers to obtain the best offer possible for his product, after he has selected a particular exhibitor whose offer he believes to be the best obtainable and takes a written application from such exhibitor, he should forward the application to the office of his company and make no further effort to sell the same service to any other exhibitor until the application so forwarded has been duly rejected, accepted or withdrawn in accordance with its terms.

PHOTOPLAY—GALLEY—ONE

STANDARD EXHIBITION CONTRACT

Agreement, made in cate this day of 19 , between
a corporation (hereinafter called "the Distributor"), party of the first part, and
an exhibitor operating the Theatre,
No. Street, City,
State (hereinafter called "the Exhibitor"),
Party of the Second Part,

WITNESSETH:

That in consideration of the mutual covenants herein contained and of the payment on account herein provided for, the parties hereto agree as follows:

LICENSE.

FIRST: The Distributor hereby grants to the Exhibitor, and the latter accepts, a license under the respective copyrights of the several photoplays designated and described, in the schedule herein, subject to the terms and conditions hereinafter stated, to exhibit during the year commencing with the date fixed for the exhibition in the above named theatre, of the first photoplay deliverable hereunder, each of such photoplays at the said theatre only, for the number of successive days in the said schedule specified.

Such license shall be specifically for the exhibition of such photoplays at said theatre on said exhibition dates and for no other purpose.

TIME AND PLACE OF EXHIBITION.

SECOND: The Exhibitor agrees to exhibit said photoplays only at the theatre above specified on the date or dates set forth or determined as hereinafter provided, and will not allow any positive print to leave the Exhibitor's possession during the period specified for the exhibition thereof by the Exhibitor, nor exhibit or permit the exhibition of any such positive print at any other time or place than those herein specified or determined as herein provided.

PAYMENT.

THIRD: The Exhibitor agrees to pay for such license as to each of such photoplays the fixed sums herein specified at least three (3) days in advance of the date of shipment from the Distributor's exchange or from the last previous Exhibitor of the positive print thereof.

PERCENTAGE BOOKINGS.

FOURTH: If this contract calls for payment or any part thereof computed upon the Exhibitor's gross receipts the exhibitor shall furnish to the Distributor daily a correct itemized statement of the gross receipts of said theatre for admission thereto upon the play date or dates of each photoplay for which payment is so required to be made. Should the Distributor so require, such itemized statements shall be made upon forms furnished by the Distributor.

The Distributor shall have access during the period of exhibition of each such photoplay and for a period not longer than sixty (60) days thereafter, for the purpose of inspection, to the box office and to all books and records relating to the Exhibitor's box office receipts during the period of exhibition of each such photoplay.

Payments or any part thereof computed upon the Exhibitor's box office receipts shall be made the day following the last exhibition of the print of each photoplay for which payment is so required to be made;

photoplays at the said theatre only, for the number of successive days in the said schedule specified.

Such license shall be specifically for the exhibition of such photoplays at said theatre on said exhibition dates and for no other purpose.

TIME AND PLACE OF EXHIBITION.

SECOND: The Exhibitor agrees to exhibit said photoplays only at the theatre above specified on the date or dates set forth or determined as hereinafter provided, and will not allow any positive print to leave the Exhibitor's possession during the period specified for the exhibition thereof by the Exhibitor, nor exhibit or permit the exhibition of any such positive print at any other time or place than those herein specified or determined as herein provided.

PAYMENT.

THIRD: The Exhibitor agrees to pay for such license as to each of such photoplays the fixed sums herein specified at least three (3) days in advance of the date of shipment from the Distributor's exchange or from the last previous Exhibitor of the positive print thereof.

PROTECTION CONDITIONS

FOURTH: If this contract calls for payment or any part thereof computed upon the Exhibitor's gross receipts the exhibitor shall furnish to the Distributor daily a correct itemized statement of the gross receipts of said theatre for admission thereto upon the play date or dates of each photoplay for which payment is so required to be made. Should the Distributor so require, such itemized statements shall be made upon forms furnished by the Distributor.

The Distributor shall have access during the period of exhibition of each such photoplay and for a period not longer than sixty (60) days thereafter, for the purpose of inspection, to the box office and to all books and records relating to the Exhibitor's box office receipts during the period of exhibition of each such photoplay.

Payments or any part thereof computed upon the Exhibitor's box office receipts shall be made the day following the last exhibition of the print of each photoplay for which payment is so required to be made; and in case such exhibition continues for more than seven (7) days such payment shall be made at the end of each week of exhibition or fraction thereof.

In case the Exhibitor fails or refuses to exhibit any of the photoplays (for which it is provided that payment or any part thereof shall be computed upon the Exhibitor's gross receipts) for the number of successive days herein specified upon the exhibition date or dates of such photoplay, then the Exhibitor shall upon demand pay to the Distributor, as liquidated damages, for each day the Exhibitor failed or refused to exhibit such photoplay, a sum equal to the Distributor's percentage in the said schedule specified of the average daily gross receipts of the said theatre during a period of four (4) weeks immediately prior to such date or dates.

PROTECTION AND RUN.

FIFTH: During the life of this contract the Distributor agrees not to authorize or license the exhibition of any such photoplays in violation of the run or protection period, if any, in the schedule provided. Unless otherwise specified such protection period shall be computed from the first date of exhibition of each photoplay as fixed herein.

DELIVERY OF PRINTS.

SIXTH: The Distributor agrees to deliver to the Exhibitor (by delivery to a common carrier or other agent of the Exhibitor) during the period specified in Article First hereof a positive print of each of such photoplays in time for exhibition at the theatre on the dates specified or on the dates determined as herein provided.

SEVENTH: The Distributor shall give the Exhibitor at least four (4) weeks' notice in writing of the date upon which each photoplay, the exhibition dates of which are not specified in this contract, will be available and shall at the same time notify the Exhibitor that the latter may select exhibition dates within the fortnight commencing with such date of availability. Within two (2) weeks after the mailing of such notice the Exhibitor shall notify the Distributor in writing of the exhibition date or dates (within such fortnight) selected by the Exhibitor. In the event of the failure of the Exhibitor so to do, the Distributor may, at any time after the expiration of said period of two (2) weeks from the date of the initial notice of availability sent by the Distributor, designate the exhibition date or dates of such photoplay by mailing notice in writing thereof to the Exhibitor at least two (2) weeks before the first exhibition date so designated; and the period of protection (if any) afforded the Exhibitor under this contract shall commence to run with the expiration of the fortnight described in the initial notice of availability.

In the event that the exhibition date or dates selected by the Exhibitor as above provided are not available to the Exhibitor, then the exhibition date or dates shall be the date or dates then designated by the Distributor, by mailing notice thereof in writing to the Exhibitor, provided such date or dates do not occur earlier than two (2) nor later than six (6) weeks from the exhibition date or dates first selected by the Exhibitor. Any exhibition dates selected by the Exhibitor (if available) or designed by the Distributor as above provided, or otherwise agreed upon between the Distributor and the Exhibitor, shall be for all purposes the exhibition dates of such photoplay as though originally specified in this contract.

In case this contract embraces a series of feature photoplays, five reels or more in length, and featuring a particular star or director, the Exhibitor shall not be required hereunder to exhibit more than one photoplay of such series every five (5) weeks.

RETURN OF PRINTS.

EIGHTH: The Exhibitor agrees to return each positive print received by the Exhibitor hereunder, with the reels and containers furnished therewith, to the exchange of the Distributor from which the Exhibitor is served (hereinafter termed "the Distributor's Exchange") or as otherwise directed by the Distributor immediately after the last exhibition of such positive print licensed hereunder, in the same condition as when received by the Exhibitor, reasonable wear and tear due to the proper use thereof excepted. The Exhibitor agrees to pay all costs of transportation of such positive prints, reels and containers from the Distributor's exchange or the last previous exhibitor having possession of any such positive print (as the case may be) and return to the Distributor's exchange; or if directed by the Distributor, to ship such positive prints elsewhere than to the Distribtuor's exchange, transportation charges collect. It is agreed that the delivery of a positive print properly directed and packed in the container furnished by the Distributor therefor, to a carrier designated or used by the Distributor and proper receipt therefor obtained by the Exhibitor, shall constitute the return of such positive print by the Exhibitor.

LOSS AND DAMAGE TO PRINTS.

NINTH: The Exhibitor shall pay to the Distributor the sum of four (4) cents for each linear foot of any positive print lost, stolen or destroyed or injured in any way in the interval between the delivery thereof by the Distributor and the return thereof by the Exhibitor in full settlement of all claims for such loss, theft, destruction or injury. If any such positive prints or any part thereof is colored, then for any such print or part thereof the Exhibitor shall pay to the Distributor the laboratory cost thereof instead of four (4) cents per linear foot. (Laboratory invoice for such colored print or part thereof shall be conclusive of such laboratory cost upon the parties hereto). Such payment, however, shall not tranfer title to or any interest in such positive prints to the Exhibitor or any other party, nor release the Exhibitor from liability arising out of any breach of this agreement. The Distributor shall repay or credit to the Exhibitor any sums paid by the latter for lost or stolen prints upon their return to the Distributor within thirty (30) days after the date when the same should have been returned hereunder. The Exhibitor shall immediately notify the Distributor's exchange by telegram of the loss, theft or destruction of or damage or injury to any positive print. If any print shall be received from the Exhibitor by the Distributor or any subsequent exhibitor in a damaged or partially destroyed condition it shall be deemed to have been so damaged or destroyed by the Exhibitor unless the latter, on the day of receipt of such print and prior to public exhibition thereof, shall have telegraphed the Distributor's exchange that such print was received by him in a damaged or partially destroyed condition, and setting forth fully the nature of such damage and the amount of footage so damaged or destroyed.

DELAY IN RELEASE.

TENTH: If by reason of any of the contingencies enumerated in Article Eighteen hereof, the Distributor shall be prevented from delivering to the Exhibitor any of the photoplays above specified within the period above limited, the Distributor agrees to deliver to the Exhibitor a print of any such photoplay at the earliest available date thereafter, and such delivery in any such case shall be with the same force and effect as though delivery took place within the period hereinabove limited, and the

to the Distributor's exchange; or if directed by the Distributor, to ship such positive prints elsewhere than to the Distributor's exchange, transportation charges collect. It is agreed that the delivery of a positive print properly directed and packed in the container furnished by the Distributor therefor, to a carrier designated or used by the Distributor and proper receipt therefor obtained by the Exhibitor, shall constitute the return of such positive print by the Exhibitor.

LOSS AND DAMAGE TO PRINTS.

NINTH: The Exhibitor shall pay to the Distributor the sum of four (4) cents for each linear foot of any positive print lost, stolen or destroyed or injured in any way in the interval between the delivery thereof by the Distributor and the return thereof by the Exhibitor in full settlement of all claims for such loss, theft, destruction or injury. If any such positive prints or any part thereof is colored, then for any such print or part thereof the Exhibitor shall pay to the Distributor the laboratory cost thereof instead of four (4) cents per linear foot. (Laboratory invoice for such colored print or part thereof shall be conclusive of such laboratory cost upon the parties hereto). Such payment, however, shall not tranfer title to or any interest in such positive prints to the Exhibitor or any other party, nor release the Exhibitor from liability arising out of any breach of this agreement. The Distributor shall repay or credit to the Exhibitor any sums paid by the latter for lost or stolen prints upon their return to the Distributor within thirty (30) days after the date when the same should have been returned hereunder. The Exhibitor shall immediately notify the Distributor's exchange by telegram of the loss, theft or destruction of or damage or injury to any positive print. If any print shall be received from the Exhibitor by the Distributor or any subsequent exhibitor in a damaged or partially destroyed condition it shall be deemed to have been so damaged or destroyed by the Exhibitor unless the latter, on the day of receipt of such print and prior to public exhibition thereof, shall have telegraphed the Distributor's exchange that such print was received by him in a damaged or partially destroyed condition, and setting forth fully the nature of such damage and the amount of footage so damaged or destroyed.

DELAY IN DELIVERY.

TENTH: If by reason of any of the contingencies enumerated in Article Eighteen hereof, the Distributor shall be prevented from delivering to the Exhibitor any of the photoplays above specified within the period above limited, the Distributor agrees to deliver to the Exhibitor a print of any such photoplay at the earliest available date thereafter, and such delivery in any such case shall be with the same force and effect as though delivery took place within the period hereinabove limited, and the Exhibitor agrees to accept, pay for and exhibit any such photoplay at any such later period pursuant to the terms hereof.

RE-ISSUES.

ELEVENTH: None of the photoplays specified in this agreement are re-issues from old negatives or are old negatives renamed, excepting the following:

ASSIGNMENT AND SALE OF THEATRE.

TWELFTH: This contract shall not be assigned by either party without the written acceptance of the assignee and the written consent of the other party; *provided*, that if the Exhibitor sells or disposes of his interest in the theatre above specified, he may assign this contract to the purchaser of such interest without the written consent of the Distributor and such assignment shall become effective upon the written acceptance thereof by the assignee, such assignment, however, not to relieve the Exhibitor of his liability hereunder, unless the Distributor consents in writing to release the Exhibitor from such liability.

EXHIBITION AND ADVERTISING.

THIRTEENTH: The Exhibitor agrees to run photoplays as delivered without alteration, except with the written or telegraphic approval of the Distributor, subject to requirements of competent public authorities necessitating any change. The Exhibitor also agrees to advertise and announce each photoplay as a " Picture." In all newspaper advertising and publicity relating to said photoplays issued by the Exhibitor, the Exhibitor shall adhere to the form of announcement contained in the advertising matter issued by the Distributor.

All advertising accessories used by the Exhibitor in connection with the exhibition of said photoplays must be leased from or through the Distributor and must not be sold, leased or given away by the Exhibitor.

Unless the license herein granted specifies the "first run" in a City or Town wherein the said theatre is located, the Exhibitor agrees not to advertise any of the photoplays herein provided for by means of lithographs, slides, trailers, lobby displays, newspaper announcements or advertising or otherwise prior to fourteen (14) days before the Exhibitor's first exhibition date of each such photoplay.

WARRANTY.

FOURTEENTH: The Distributor warrants that the photoplays herein provided for will not contain any advertising matter for which compensation is received.

TAXES.

FIFTEENTH: The Exhibitor agrees to pay to the Distributor, upon demand, any Government tax imposed or based upon the sums payable under this contract.

ADMISSION CHARGE.

SIXTEENTH: The Exhibitor warrants and agrees that during the period each of the photoplays herein provided for shall be exhibited in said theatre the Exhibitor will charge for admission to said theatre an actual admission fee which shall not be less than cents for each exhibition; and that such photoplays shall not be exhibited unless such admission fee is charged.

PAYMENT ON ACCOUNT.

SEVENTEENTH: The Exhibitor agrees to pay to the Distributor, upon execution hereof, the sum of dollars ($) as payment on account of the sums last payable hereunder.

PREVENTION OF PERFORMANCE.

EIGHTEENTH: In case the Distributor shall be delayed in or prevented from making deliveries, resulting from the elements, accidents, strikes, fires, insurrections, acts of God, the public enemy, public calamity, court orders, censor rulings, delays of any common carrier, delays in production, or failure of the Producers of any such photoplays to make or deliver them to the Distributor, or of any star or other performer to appear therein in time for delivery as above provided, or the failure or delay of any prior exhibitor in returning any positive print to the Distributor, or in forwarding it to a subsequent exhibitor, or the delay or failure (not exceeding ninety days) of exhibitors having the right to prior "runs" of the photoplay in exhibiting any such photoplays, such delay or prevention of delivery shall be excused and all damages arising therefrom are hereby expressly waived by the Exhibitor.

In case the Exhibitor shall be prevented from performance of this contract by censorship, the elements, accidents, strikes, fires, insurrections, acts of God, the public enemy, public calamity or order of any Court of competent jurisdiction, performance by the exhibitor shall be excused and all damages arising therefrom are hereby expressly waived by the Distributor.

WAIVER

NINETEENTH: No waiver by either party of any breach or default by the other party shall be construed as a waiver of any subsequent breach or default by such other party.

ARBITRATION.

TWENTIETH: The parties hereto agree that before either of them shall resort to any court to determine, enforce or protect the legal rights of either hereunder, each will submit to the Board of Arbitration (established or constituted pursuant to rules and regulations now on file in the office of the Motion Picture Producers and Distributors of America, Inc., and identified by the signature of its President, a copy of which will be furnished to the Exhibitor upon request) in the city wherein is situated the branch office of the Distributor from which the Exhibitor is served (unless the parties hereto agree in writing that such submission shall be made to a Board of Arbitration located in another specified city), all claims and controversies arising hereunder for determination pursuant to the rules of procedure and practice adopted by such Board of Arbitration.

The parties hereto further agree to aide by and forthwith comply with any decision and award of such Board of Arbitration in any such arbitration proceeding, and agree and consent that any such decision or

ADMISSION CHARGE.

SIXTEENTH: The Exhibitor warrants and agrees that during the period each of the photoplays herein provided for shall be exhibited in said theatre the Exhibitor will charge for admission to said theatre an actual admission fee which shall not be less than cents for each exhibition; and that such photoplays shall not be exhibited unless such admission fee is charged.

PAYMENT ON ACCOUNT.

SEVENTEENTH: The Exhibitor agrees to pay to the Distributor, upon execution hereof, the sum of dollars ($) as payment on account of the sums last payable hereunder.

PREVENTING OF PERFORMANCE.

EIGHTEENTH: In case the Distributor shall be delayed in or prevented from making deliveries, resulting from the elements, accidents, strikes, fires, insurrections, acts of God, the public enemy, public calamity, court orders, censor rulings, delays of any common carrier, delays in production, or failure of the Producers of any such photoplays to make or deliver them to the Distributor, or of any star or other performer to appear therein in time for delivery as above provided, or the failure or delay of any prior exhibitor in returning any positive print to the Distributor, or in forwarding it to a subsequent exhibitor, or the delay or failure (not exceeding ninety days) of exhibitors having the right to prior "runs" of the photoplay in exhibiting any such photoplays, such delay or prevention of delivery shall be excused and all damages arising therefrom are hereby expressly waived by the Exhibitor.

In case the Exhibitor shall be prevented from performance of this contract by censorship, the elements, accidents, strikes, fires, insurrections, acts of God, the public enemy, public calamity or order of any Court of competent jurisdiction, performance by the exhibitor shall be excused and all damages arising therefrom are hereby expressly waived by the Distributor.

WAIVER

NINETEENTH: No waiver by either party of any breach or default by the other party shall be construed as a waiver of any subsequent breach or default by such other party.

ARBITRATION.

TWENTIETH: The parties hereto agree that before either of them shall resort to any court to determine, enforce or protect the legal rights of either hereunder, each will submit to the Board of Arbitration (established or constituted pursuant to rules and regulations now on file in the office of the Motion Picture Producers and Distributors of America, Inc., and identified by the signature of its President, a copy of which will be furnished to the Exhibitor upon request) in the city wherein is situated the branch office of the Distributor from which the Exhibitor is served (unless the parties hereto agree in writing that such submission shall be made to a Board of Arbitration located in another specified city), all claims and controversies arising hereunder for determination pursuant to the rules of procedure and practice adopted by such Board of Arbitration.

The parties hereto further agree to aide by and forthwith comply with any decision and award of such Board of Arbitration in any such arbitration proceeding, and agree and consent that any such decision or award shall be enforceable in or by any court of competent jurisdiction pursuant to the laws of such jurisdiction now or hereafter in force; and each party hereto hereby waives the right of trial by jury upon any issue arising under this contract, and agrees to accept as conclusive the findings of fact made by any such Board of Arbitration, and consents to the introduction of such findings in evidence in any judicial proceeding.

In the event that the Exhibitor shall fail or refuse to consent to submit to arbitration any claim or controversy arising under this or any other film service contract providing for arbitration which the Exhibitor may have with this or any other distributor or to abide by and forthwith comply with any decision of such Board of Arbitration upon any such claim or controversy so submitted, or if the Exhibitor shall be found by such Board of Arbitration in any such arbitration proceeding to have been guilty of such a breach of contract as shall in the opinion of such Board of Arbitration justify this or any other distributor in requiring security in dealings with the Exhibitor, the Distributor may, at its option, demand, for its protection and as security for the performance by the Exhibitor of this and all other existing contracts between the parties hereto, payment by the Exhibitor of an additional sum not exceeding $500 under each existing contract, such sum to be retained by the Distributor until the complete performance of all such contracts and then applied, at the option of the Distributor, against any sums finally due or against any damages determined by said Board of Arbitration to be due to the Distributor, the balance, if any, to be returned to the Exhibitor; and in the event of the Exhibitor's failure to pay such additional sum within seven days after demand, the Distributor may at its option by written notice to the Exhibitor suspend service hereunder until said sum shall be paid and/or terminate this contract.

In the event that the Distributor shall fail or refuse to consent to the submission to arbitration of any claim or controversy arising under any film service contract which the Distributor may have with the Exhibitor, or to abide by and forthwith comply with any decision and award of such Board of Arbitration upon any such claim or controversy so submitted, or if the Distributor shall be found by such Board of Arbitration in any such arbitration proceeding to have been guilty of such a breach of contract as shall in the opinion of such Board of Arbitration justify the Exhibitor in refusing to deal with the Distributor, the Exhibitor may at his option terminate this and any other existing contract between the Exhibitor and the Distributor by mailing notice by registered mail within two (2) weeks after such failure, refusal or finding, and in addition the Distributor shall not be entitled to redress from such Board of Arbitration upon any claim or claims against any exhibitor until the Distributor shall have complied with such decision, and in the meanwhile the provisions of the first paragraph of this Article Twentieth shall not apply to any such claim or claims.

Any such termination by either party, however, shall be without prejudice to any other right or remedy which the party so terminating may have by reason of any such breach of contract by the other party.

The provisions of this contract relating to arbitration shall be construed according to the law of the State of New York.

REPRESENTATIONS.

TWENTY-FIRST: *No promises or representations have been made by either party to the other except as set forth herein.*

ACCEPTANCE OF APPLICATION.

TWENTY-SECOND: This contract shall be deemed an application for a contract only and shall not become binding until accepted in writing by an officer of or any person duly authorized by the Distributor and notice of acceptance sent to the Exhibitor as herein provided. The deposit by the Distributor of the check or other consideration given by the Exhibitor

tracts between the parties hereto, payment by the Exhibitor of an additional sum not exceeding $500 under each existing contract, such sum to be retained by the Distributor until the complete performance of all such contracts and then applied, at the option of the Distributor, against any sums finally due or against any damages determined by said Board of Arbitration to be due to the Distributor, the balance, if any, to be returned to the Exhibitor; and in the event of the Exhibitor's failure to pay such additional sum within seven days after demand, the Distributor may at its option by written notice to the Exhibitor suspend service hereunder until said sum shall be paid and/or terminate this contract.

In the event that the Distributor shall fail or refuse to consent to the submission to arbitration of any claim or controversy arising under any film service contract which the Distributor may have with the Exhibitor, or to abide by and forthwith comply with any decision and award of such Board of Arbitration upon any such claim or controversy so submitted, or if the Distributor shall be found by such Board of Arbitration in any such arbitration proceeding to have been guilty of such a breach of contract as shall in the opinion of such Board of Arbitration justify the Exhibitor in refusing to deal with the Distributor, the Exhibitor may at his option terminate this and any other existing contract between the Exhibitor and the Distributor by mailing notice by registered mail within two (2) weeks after such failure, refusal or finding, and in addition the Distributor shall not be entitled to redress from such Board of Arbitration upon any claim or claims against any exhibitor until the Distributor shall have complied with such decision, and in the meanwhile the provisions of the first paragraph of this Article Twentieth shall not apply to any such claim or claims.

Any such termination by either party, however, shall be without prejudice to any other right or remedy which the party so terminating may have by reason of any such breach of contract by the other party.

The provisions of this contract relating to arbitration shall be construed according to the law of the State of New York.

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TWENTY-FIRST: *No promises or representations have been made by either party to the other except as set forth herein.*

ACCEPTANCE OF APPLICATION.

TWENTY-SECOND: This contract shall be deemed an application for a contract only and shall not become binding until accepted in writing by an officer of or any person duly authorized by the Distributor and notice of acceptance sent to the Exhibitor as herein provided. The deposit by the Distributor of the check or other consideration given by the Exhibitor at the time of application as payment on account of any sums payable hereunder shall not be deemed an acceptance hereof by the Distributor.

Unless notice of acceptance of this application by the Distributor is sent to the Exhibitor by mail or telegraph within the number of days hereinafter specified immediately following the name of the city wherein is situated the branch office of the Distributor from which the Exhibitor is served, said application shall be deemed withdrawn and the Distributor shall forthwith return any sums paid on account thereof by the Exhibitor. Albany 10; Atlantic 15; Boston 10; Buffalo 10; Charleston 15; Charlotte 15; Chicago 15; Cincinnati 15; Cleveland 15; Dallas 20; Denver 20; Des Moines 15; Detroit 15; El Paso 25; Indianapolis 15; Jacksonville 15; Kansas City 15; Los Angeles 25; Little Rock 15; Louisville 15; Memphis 15; Milwaukee 15; Northern New Jersey 7; Minneapolis 20; Montana (Butte) 30; New Haven 10; New Orleans 15; New York City 7; Oklahoma City 20; Omaha 15; Peoria 15; Philadelphia 10; Pittsburgh 10; Portland, Ore. 30; St. Louis 15; Salt Lake City 20; San Francisco 20; Seattle 20; Washington, D. C. 10.

A copy of this application, signed by the Exhibitor shall be left with the Exhibitor at the time of signing, and in the event of acceptance thereof as above provided a duplicate copy, signed by the Distributor, shall be forwarded to the Exhibitor.

CANCELLATION.

TWENTY-THIRD: If this contract designates certain photoplays by title, it shall be non-cancellable as to such photo-plays. If it embraces a series of photoplays not designated by title it may be cancelled as to such series by either party after two photoplays of such series have been played and paid for, by notice in writing to the other party within ten (10) days after playing the second of said photoplays, such cancellation to take effect after ( ) additional photoplays shall have been played and paid for.

It is optional with Distributors to incorporate or omit Article Twenty-Third from this Standard Exhibitor Contract.

DIRECTION TO SALESMEN: While you have every right to trade among prospective customers to obtain the best offer possible for your product, after you have selected a particular exhibitor whose offer you believe to be the best obtainable and take a written application from such exhibitor, you are hereby directed to forward the application to the office of your company and make no further effort to sell the same service to any other exhibitor directly competing with such exhibitor until the application so forwarded has been duly rejected, accepted or withdrawn in accordance with its terms.

TREASURY DEPARTMENT
BUREAU OF INTERNAL REVENUE
FORM 656 (REVISED AUGUST 1924)

OFFER IN COMPROMISE

Forms to be Submitted in Duplicate

(This date to be filled in by taxpayer)

D.W.GRIFFITH, INCORPORATED, having an office at 1476 Broadway, New York City.
(Type or print taxpayer's name and address on this line.)

COLLECTOR OF INTERNAL REVENUE,

250 West 57th Street, New York City.
(Office)

The following offer in compromise is submitted to you for transmittal to the Commissioner of Internal Revenue.

COMMISSIONER OF INTERNAL REVENUE,
Washington, D. C.

Charges of violation of law have been made against the undersigned as follows: For failure to pay as of September 1920 and 1921 - - 720-A April Sup. 1924
(State briefly, but specifically, the alleged charges.)

Date and place of alleged violation Sept. 1920 & Sept. 1921, at 1476 B'way, N.Y.City

The alleged violation is due to the following cause or causes: To a misunderstanding as to payment of taxes on Motion Picture Road Shows, applicant having paid such taxes on net road show receipts instead of total net receipts as finally adjusted by Field Agent of the Government
(Give in detail the cause or causes of alleged violation.)

*(*a*) Having paid or satisfied, without recourse, the tax or taxes assessed for the period involved; or
*(*b*) Being insolvent—or bankrupt—and therefore unable to pay in full the amount assessed; and having been advised of the privilege of submitting an offer in compromise of the liability incurred, the sum of $761.32 is hereby tendered voluntarily with request that it be accepted as a compromise offer and that release be granted the undersigned from all liability resulting from the violation specified, excepting

---

It is understood that this *offer* does not afford relief from the liability incurred unless and until it is actually accepted, and that the offer can not be considered as having been accepted until the date on which formal notice of acceptance thereof is signed by the Commissioner.

(Insert statement concerning payment of costs, if any.)

Total act 3045.96
Penalty 761.32
Sworn and subscribed to before me this

D.W.GRIFFITH, INCORPORATED
(Signature.)
By Albert W. Sawyer
Secretary.

5th day of August, 1925.

Deputy Collector or Notary Public.†

*Strike out (*a*) or (*b*) where not applicable. † Strike out name not applicable. c2—6838

COLLECTOR'S RECOMMENDATION

Commissioner of Internal Revenue,
Washington, D. C.

Herewith is an offer made by .....

of ..... (Insert complete address.)

on ..... (Date filed.), in compromise of ..... liability* incurred because

of ..... (State nature of offense.)

in violation of ..... (Sections, Acts, etc., of laws.)

.....

The period of liability is ..... Return was filed on Form No. .....

This case is (not) in suit. for ..... (Period.) on ..... (Date.)

The amounts of tax, penalties, etc., heretofore assessed and paid follow:

	Amount assessed	Amount paid	Assessment made on Line	Page	Month & Yr.
Tax	$.....	$.....	.....	.....	.....
Additional tax.....	.....	.....	.....	.....	.....
Per cent penalty.....	.....	.....	.....	.....	.....
Per cent penalty.....	.....	.....	.....	.....	.....
Interest.....	.....	.....			
TOTAL	.....	.....			

COMPROMISE OFFER..... $.....
Costs incurred, if any..... .....
AMOUNT PAID..... .....

This compromise item appears on page ....., line ..... (or Serial No. .....) of ..... list

for ..... (Month and year.) and the amount actually paid ($.....)

is included in special certificate of deposit No. ....., bearing date of .....

I recommend that the offer be ..... for the following reasons:

.....

.....

.....

Date signed ....., 192 , ..., *Collector*, ... *District.*

---

* The Commissioner of Internal Revenue can not compromise liability under the Food Control Act, War Prohibition Act, Reed Amendment, criminal liability under Title II of the National Prohibition Act, Act of February 9, 1909, as amended, or the Criminal Code.

Where a case is covered by the report of a revenue agent, prohibition agent, or has been referred to a United States Attorney, the collector will procure from either or both, as the case may be, statements in regard to the advisability of accepting or rejecting the offer, and will forward the original of such statements, together with the offer, to the Commissioner of Internal Revenue, with this form.

Where liability is incurred because of failure to collect SALES TAXES, the amount of tax which should have been collected must be indicated.

GOVERNMENT PRINTING OFFICE c2—6838

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. Banshaf

From G. H. Gumey

Date Aug. 8, 1925.

Time

Reply to

Dear Mr. Banshaf:

The Unity Photoplays Company, S. Wabash Ave. Chicago, Ill have never returned their prints of "The Mother and the Law" although their contract expired last November. We notified them to return the prints, and held card have signed by L. Church, for registered letter.

Will you kindly communicate with them immediately, demanding return of the prints. Thank you.

Please make all replies on back of this memorandum.

Macfarland & Hughes
40 Lawyers Street
New York

Wallace Macfarland
Martin W. Hess
Whitmore Cheney
Wilkinson H. Hallock
Robert L. Loos
Hamilton A. Lunn

Telephone
Rector 7000

August 5, 1925.

Albert T. H. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Re Supplemental Agreement Between
Motion Picture Capital Corporation and
D. W. Griffith, Inc.

Dear Mr. Banshaf:-

This is to formally acknowledge the receipt from you of bond for $355,000 executed by Edgewater Point, Inc., dated August 4, 1925. I understand that you will furnish Mr. Walker with the necessary amount of documentary stamps for this bond today.

The mortgage securing the bond and the assignment of the bond and mortgage were taken by Mr. Cosgrove of the Title Company for record, and will be returned, I understand, directly to us after thay have been duly recorded in the Office of the Register of Westchester County.

I will furnish you with a formal surrender of the lease upon the vault shortly.

Yours very truly,

WHK:MB

Winthrop H. Cheney

PHONE LONGACRE 5200

CABLE ADDRESS "EDFILMCORP"

EDUCATIONAL FILM EXCHANGES, INC.

[redacted]

The largest distributors of quality short subjects

Executive Offices
Penn Terminal Building
330 Seventh Avenue

OFFICE OF THE PRESIDENT

NEW YORK, August 6, 1935.

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

Am handing you herewith check for $50., made payable to D. W. Griffith, Inc., which I have signed and you can countersign as Treasurer. I am also sending you checks numbers 105, 106 and 107, made payable to me, being reimbursement of the amounts I have advanced for the account of Edgewater Point, Inc. Will you please sign and return these to me.

Will you also please issue 100 shares of preferred stock in the name of E. W. Hammons, in accordance with the agreement, together with one certificate for 100 shares of the no par value common and another certificate for 2400 shares of the no par value common. I can then endorse these 2400 shares back to the company.

After this has been done I would like 250 shares of the preferred and 250 shares of the common, issued in the name of

George B. Wilson,
1002 Main Street,
Racine, Wisconsin.

Mr. Wilson is sailing Friday night for England and I would like very much to be able to deliver the stock certificates to him before he sails. You can sign these above certificates as Treasurer and I can sign as President.

After these matters have been attended to, I would then like to have the regulard Board of Directors elected, as well as the following officers:

Board of Directors
Earle W. Hammons
J. Albert Mahlstedt
Henry Mahlstedt
D. Edward McAvoy
R. H. Cochrane
Chas. F. Catlin,
L. J. Wooldridge

-2-

Albert H. F. Sandstaf, Esq. August 5, 1925.

Officers --

Earle W. Hammons	PRESIDENT
J. Albert Uahlstedt	VICE-PRESIDENT
Henry Uahlstedt	TREASURER
E. H. Cochrane	SECRETARY
Chas. F. Gatlin	ASSISTANT SECRETARY
L. J. Vealdridge	ASSISTANT TREASURER

With kind personal regards, beg to remain

Sincerely yours,

Earle Hammons

E.W.H:G

Encs.4

August 8th 1929.

Mr. Karl H. Hammons,
370 Seventh Avenue,
New York City.

Dear Mr. Hammons:

You should take immediate steps to get in touch with Mr. Grey and jointly notify the employees of the Griffith Studio of the new owner and make such arrangements as you may deed necessary for the protection of your property inasfar that the purchasers of the personalty do not remove any property which may be part of the realty and I believe that for your protection you should have your employees put in charge of the property at once. Of course, the Griffith Company will have a representative present for a short time in order to take care of some of the personalty which it has not as yet sold and you should also make some arrangements with the Griffith Company regarding a watchman for incidental services in taking care of the negative storage vaults, and any other personal property which the Griffith Company still owns in the factory, garage and other parts of the premises.

I am enclosing herewith certified copy of the extracts of the annual meeting of the Griffith Company regarding the stockholders' action in consenting to the sale of the Griffith property to you.

You should also get in touch with the lighting, water and telephone companies regarding such service at the Griffith Studio. I can unqualifiedly recommend Mr. Holland to you as one who can be absolutely relied upon as having the interests of the property at heart, he having been on the premises for at least the past twenty years or longer.

If there is any further information you desire regarding any of the foregoing matters I will be glad to advise you thereof, if within my knowledge.

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB/GDM

1476 Broadway,
New York, N. Y.,
Aug. 6, 1928.

Mrs. Martha Hochfeld,
c/o Frau Cornelia Stockmann,
Mohren Str. 13,
Gehren (Thuringen)
Germany.

Dear Mrs. Hochfeld:

I wish to acknowledge receipt of your letter of July 22nd. Mr. Epping is much better now and he has returned to New York where he is at present in a sanatarium. However, he does not receive any correspondence there, and all communications should be addressed to this office.

Mrs. Epping left for Europe on July 28th on the "S. S. Vollendam", and no doubt you will have heard from her before receipt of this letter.

Very truly yours,

CC

ALBERT H. BENSNER
JOHN G. PEMBLETON

BENSNER & PEMBLETON
COUNSELLORS AT LAW
GRAND CENTRAL BUILDING
230 WEST 41ST STREET
NEW YORK

TELEPHONE
[redacted]
"BENBAN"

Mr Eckfeldt
please note
AHT

August 5th 1925.

Mr. Albert L. Grey,
Vice-President, D.W.Griffith, Incorporated,
1476 Broadway,
New York City.

Dear Mr. Grey:

Since the Studio property has now passed to Edgewater Point, Incorporated, Mr. Hammon's Company, and since we are only in possession of the property as tenants for one month for the purpose of removing personal property belonging to the Griffith Company, or its assigns, the Griffith Company should notify all the employees at the Studio that their services are no longer required, except such arrangements as may be made with Mr. Hammons regarding incidental watchmen's services for the storage vaults where negatives are still stored, pending the removal of the generators and other personal property which may belong to the Griffith Corporation.

8/8/25
Last check

The personal property which has been sold to the Tec-Art people should be checked off by Mr. Hammons' representative in order that there be no further dispute as to what is personalty and what is realty.

Arrangements should be made immediately notifying the Water Company, Telephone Company and Lighting Company regarding future charges for electricity, water and telephone to be transferred to the Edgewater Point, Incorporated, the new owner, and to any other corporations which may be supplying a service to the Griffith premises.

Very truly yours,

Albert H. Bensner

AHTB:GEM

Goode - 9/5-12

1-Y

August 6th 1929.

Mr. Karl H. Hammons,
570 Seventh Avenue,
New York City.

Dear Mr. Hammons:

I am handing you herewith by your messenger the following certificates of Edgewater Point, Incorporated:

Certificate #1 for 100 shares common stock in your name.
Certificate #2 for 2400 shares common stock in your name (which certificate should be endorsed on the back thereof, and which endorsement has been made to Edgewater Point, Inc. and will then represent the shares transferred to the Treasury of the Company.)
Certificate #3 for 2400 shares common stock in the name of Edgewater Point, Inc., (which will represent Treasury stock belonging to the Company)

Both these latter certificates should be returned to me so that I may attach them to the Certificate book, certificate #2 to be cancelled and #3 to have the endorsement on the back thereof from time to time as subsequent common shares are transferred from the Treasury, as you will note we have done with certificate #4 for 250 shares in the name of George B. Wilson, which certificate is also enclosed herewith.

In handing the certificate to Mr. Wilson please have him sign the annexed receipt therefor and will you also kindly sign receipt for certificate #1 which is in your name and which you will hold.

I am also enclosing:

Certificate #1 for 100 shares of the Preferred stock of Edgewater Point, Inc. made out in your name, and which will be held by you.
Certificate #2 for 250 shares of the Preferred stock in the name of George B. Wilson, which you are to deliver to Mr. Wilson.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Will you also kindly have the receipts signed for both these certificates so that I may attach said receipts to the stubs.

I did not make out separate certificates in the denominations as I mentioned to you over the wire for the reason that since the common stock belonging to the Corporation is in its name, as represented by Certificate #3, said certificate can be left in the certificate book and endorsements made on the back thereof from time to time of the number of shares of common stock which may be drawn against it, and we can therefore more easily take care of odd lots in case such issues are made.

Very truly yours,

AHTB/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1476 Broadway,
New York, N. Y.,
Aug. 6, 1923.

Mr. Clarence Raymond,
River Desert, Canada.

Dear Clarence:

I received your two letters, and I telegraphed you that I was under the impression that Florence had sent the beads to Saint Cecile de Masham, but in your second letter you stated that the beads had not been sent, but that Florence sent the money. If she told you she sent the money, she sent it and it was probably stolen out of the envelope, unless she forgot to put it in the envelope. However, I will write to Europe and ask her. If you want to write her direct, you must address her as follows:

Mrs. Florence Epping
p. Adr Her Hubsch,
Reichsgrafan Str. 26,
Freiburg (Breisgau)
Germany.

Be sure and write the address exactly as it is above.

I am sorry that I do not know a single man in the International Harvester Company, but I will look around and see if I can become acquainted with someone who knows them and will then let you know, but I would not too strongly rely on this. Down here there is no work as you know our studio is shut up and the property has been sold and we are winding up affairs.

I am coming up to Montreal or Quebec some time this winter, but before I come up I will let you know. You change your address quite frequently, so if you change your address be sure and let me know. Until such time I shall address you to River Desert, care of your father in law. I hope Olive is fully recovered from her attack. Tell her I send my very best regards to her, and with the same to you and very best wishes, I remain

1476 Broadway,
New York, N. Y.,
August 6, 1926.

Miss Margaret Epping,
Kleine Pfahl Str. 18,
Hanover, Germany.

Dear Miss Epping:

I am in receipt of your letter, and Mr. Epping wishes me to tell you that he has returned to New York where he is now in a sanatarium and is feeling much better, but quite unable to correspond. He is not yet allowed to receive mail, but after reading your very nice letter I thought it might do him good, so I showed it to him and he asked me to thank you very much for this very nice letter, and he wishes you plenty of health and happiness and sends his best regards to you and your parents.

Mrs. Epping left for Europe On July 25th and will no doubt communicate with you after her arrival there.

Yours sincerely,

Secretary to Mr. Epping.

CC

August 7th, 1925.

First National Bank of Mamaroneck,
Mamaroneck, N.Y.

Gentlemen: Attention of Mr. Coffin,

We are enclosing herewith our check in the amount of $1200.00 together with our note in the amount of $1400.00, to apply as follows:

Check	
$600.00	in full for note due 8/18/25
600.00	on a/c and $1400.00 renewal for note due 8/16/25
$1200.00	

Will you kindly advise Mr. Sartov immediately of this payment.

Very truly yours,

D.W.GRIFFITH, INCORPORATED.

K By

105A

August 7, 1955

Mrs. Julia Austin
168 Brookside Drive
Mt. Vernon, New York

Dear Mrs. Austin:

I am enclosing herewith two affidavits to be signed respectively by the father and mother of Mr. Austin, together with filling in the additional names of the uncles and aunts of whom they have knowledge, of Robert B. Austin, which affidavit should be sworn to before a notary public together with affidavits marked paragraphs "2" and "3".

I am also enclosing proposed assignment of all claims arising out of the said policy to yourself, which have Mr. Austin's father and mother also execute and acknowledge before a Notary Public.

When this is accomplished please return all papers to me or to Mr. Reid of Gascoign & Reid, and oblige

Very truly yours,

AB:EC
ENC.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W. GRIFFITH *says:*

Thank you New York, for your generous reception to those two lovable bone-heads, Sally of the Sawdust and Professor Eustace McGargle.

THE CRITICS *say:*

"As lovely a story as ever told—a joyous drama, acted superbly, drawn in figures of living, breathing beings...among the finest of all motion pictures....I offer a toast to Mr. Griffith, the artist..the greatest cinema director of our time." —*Mr. Quinn Martin in The World.*

"So exceptional a film one enjoys the luxury of shouting his head off in praise...a jammed theatre laughed, clapped and nearly cried..." —*Mr. Warren Nolan in The Telegram.*

"Carol Dempster takes her stand with the topmost artists of the screen in 'Sally of the Sawdust,' which is guaranteed to please both young and old..wonderfully human characters, the height of artistry." —*Miss Dorothy Herzog in The Mirror.*

"W. C. Fields gives the best comedy performance of the year." —*Miss Rose Pelswick in The Journal.*

"SOMETHING NEW IN FILMS"

"A glorious experience awaits you in 'Sally of the Sawdust'.. Something new in motion pictures .. Makes you shake with laughter and taut with emotion; and you love it every minute. A regular rogue of a movie .. a gay fun-streaked affair.
—*Miss Mildred Spain in the News.*

"You'll regret it all your life if you miss 'Sally of the Sawdust,' for people will be talking about it for months. There's no better director alive than D.W. Griffith..Carol Dempster comes nearer to being GREAT than any screen actress. She is perfect, that's all."
—*Miss Regina Cannon in Evening Graphic*

"Carol Dempster is one of the finest actresses on the screen today..a good picture and interesting." —*Post.*

"You will love 'Sally of the Sawdust,' and if you don't, something is wrong with you..."
—*Miss Dorothy Day in Morning Telegraph*

"No denying its entertainment values."
—*Richard Watts in Herald-Tribune.*

"The Griffith genius for playing on the emotions gives us a picture that is comedy perfection...Carol Dempster, the slim, dark-eyed heroine, emerges triumphantly, giving as fine a characterization as I have ever seen. Fields is a joy. Mr. Griffith has given us art, and his is an art that increases with the years."
—*Miss Louella Parsons in The American.*

"The most compelling, realistic thing ever done .. thousands swayed between mirth and poignancy ...Carol Dempster has done many fine things, but nothing better than Sally."
—*Mr. George Gerhard in The Evening World.*

D. W. GRIFFITH'S

Laugh Classic of the Circus

SALLY *of the* SAWDUST

***with* CAROL DEMPSTER *and* W. C. FIELDS**

PRESENTED WITH A TYPICAL GRIFFITH MUSICAL SETTING

MARK
STRAND
BROADWAY at 47th STREET

REGULAR MARK STR PRICES PREVAIL

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PRESS CLIPPING
BUREAU
146 LAFAYETTE STREET
NEW YORK

POUGHKEEPSIE EVENING PRESS
POUGHKEEPSIE, N. Y.
AUG 10 1928

So there is no use in your asking us any of this mean, tawdry stuff that you'll see if their darlings haven't been polluted.
—DOROTHY DIX.

WHAT'S DOING IN THE MOVIES

NEW YORK, Aug. 10.—"Sally of The Sawdust," is, all aspects considered, the best motion picture D. W. Griffith has produced since "The Birth of a Nation"—a fine token of the great director's mature and unerring artistic instinct.

It may very well prove D. W.'s most popular offering, since it has a better cohesion than any former picture all the fine, moving, poignant, human and commonly understood dramatic values.

CAROL DEMPSTER

This is a tale, adapted from the stage play "Poppy,' of two remarkable characters of the circus—Sally, a waif of the sawdust, and "Pop" McGargle, lovable rogue who preys on show crowds, but whose protective affection for the g rl is a thing of fine spiritual beauty, often expressing itself in odd and fantastic humors.

Motion pictures have not presented two more ingratiating and memorable characters than this twain, done by Carol Dempsey and W. C. Fields. The alternate delicacy and earthly commonplace of their relationships amidst changing and incredibly fantastic circumstances will warm the cockles of any heart and shake the most reluctant rib of laughter.

Indeed, there is far more laughter in this than any other Griffith film—more of the fun and less of melancholy dolor.

Griffith himself says of the principals in "Sally of The Sawdust" that they are the most beloved creatures he has ever put into film.

Throughout the battles of these two, arrayed against the world of dupes and grasping folk, there is a strange, unquenchable idealism, by turn comic and pathetic. Above all there is a joyous valor that clings to the mind like a haunting tune.

Miss Dempster clearly reaches her peak in this piece—and W. C. Fields will endear himself to millions who will want to see him in other pictures, this being his film debut. Here is unquestionable entertainment for hign brow and low—the goal of all screen plays.

THE CRITICS *answer:*

"As lovely a story as ever told—a joyous drama, acted superbly, drawn in figures of living, breathing beings... among the finest of all motion pictures ...I offer a toast to Mr. Griffith, the artist ..the greatest cinema director of our time." —Mr. Quinn Martin in The World.

"So exceptional a film one enjoys the luxury of shouting his head off in praise ...a jammed theatre laughed, clapped and nearly cried..."
—Mr. Warren Nolan in The Telegram.

"Carol Dempster takes her stand with the foremost artist of the screen in 'Sally of the Sawdust', which is guaranteed to please both young and old..wonderfully human characters, the height of artistry in any picture, and rare in all."
—Miss Dorothy Herzog in The Mirror.

"Carol Dempster is one of the finest actresses on the screen today..a good picture and interesting."—Post.

"Mirth and Tears."
—F. W. M. Hall in The Times.

"SOMETHING NEW IN FILMS"

"A glorious experience awaits you in 'Sally of the Sawdust' ..Something new in motion pictures..Makes you shake with laughter and taut with emotion; and you love it every minute. A regular rogue of a movie..a gay fun-streaked affair. Any question of Carol Dempster's ability to act is gone forever. She is so alive, so keen."
—Miss Mildred Spain in The News.

"You'll regret it all your life if you miss 'Sally of the Sawdust,' for people will be talking about it for months. There's no better director alive than D. W. Griffith..Carol Dempster comes nearer to being GREAT in everything she does than any screen actress. She is perfect, that's all..and as Sally has much to do and does it as no one else could."
—Miss Regina Cannon in Evening Graphic.

"This picture is splendid entertainment. W. C. Fields gives the best comedy performance of the year."
—Miss Rose Felswick in The Journal.

"You will love 'Sally of the Sawdust,' and if you don't, something is wrong with you..."
—Miss Dorothy Day in Morning Telegraph.

"The Griffith genius for playing on the emotions gives us a picture that is comedy perfection...Carol Dempster, the slim, dark-eyed heroine, emerges triumphantly, giving as fine a characterization as I have ever seen. Fields give a performance that is a joy. Mr. Griffith has given us art, and his is an art that increases with the years."
—Miss Louella Parsons in The American.

"The most compelling, realistic thing which any picture maker has ever done..thousands swayed between mirth and poignancy...Carol Dempster has done many fine things, but nothing better than her characterization of Sally."—Mr. George Gerhard in Eve. World.

"No denying its entertainment values."
—Richard Watts in Herald-Tribune.

CLASS OF SERVICE	SYMBOL
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NIGHT MESSAGE	NITE
NIGHT LETTER	N L

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NIGHT LETTER	N L

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D W GRIFFITH

ASTOR HOTEL NEWYORK NY

SATURDAY RECEIPTS WERE TWENTY EIGHT SIXTY NINE STOP SUNDAY TWENTY SEVEN TEN STOP TOTAL FOR WEEK FIFTEEN THOUSAND SEVEN HUNDRED FIFTY SIX STOP THIS CLOSED ENGAGEMENT HERE STOP WITH BEST WISHES FOR CONTINUED SUCCESS OF SALLY AND KIND PERSONAL REGARDS I REMAIN

C R FOUCHE.

New York City,
August 11, 1928.

Mr. W. H. Walker,
Motion Picture Capital Corp.,
542 Madison Avenue,
New York.

Dear Sir:

We have this day deposited in the Hamilton National Bank, check in the amount of $1010.42 which we received from the United Artists Corporation as income on our pictures.

Very truly yours,

D. W. GRIFFITH, INC.

Ass't. Treas.

D. W. GRIFFITH, President
A. L. GREY, Vice-President

A. H. T. BANZHAF, Secretary
J. G. SPRING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1180

New York Office,
August 18, 1926.

TO: Mr. Griffith
FROM: Mr. Grey

1.

I am enclosing herewith abstract regarding the closing sale of the studio property, which explains itself. We have paid off all our mortgages from their first payment, and have $350,000 still due us. This is on a 5% mortgage. I will admit this abstract is not very clear, at least not to me. Mr. Banzhaf is not in his office to-day, therefore I could not find out what I would like to know, and that is whether this mortgage is an indefinite one or not. However, I don't think it makes a great deal of difference as we are getting 5% on our money and the mortgage is amply protected by the value of the property. On the other hand, we know that Mr. Hammons or Edgewater Point, Inc. which is the name they have given their company, will naturally dispose of same as soon as they can. We will have to vacate the property before thirty days from the date of signing which will be Sept. 5th. We have notified Mr. Hannon that his services are to be dispensed with on Saturday Aug. 22nd. The Tec Art people still have some stuff up there. After Aug. 22nd there will only be two watchmen up there, one day and one night, and we will have to pay the expense of one of these watchmen until all our stuff is out. The film has all been taken out and sent to storage. It will be several weeks before this can be straightened out so that we will know how much it is going to cost us to keep it.. We will have to try to get all the positive separated from the negative property and labeled correctly at whichtime we will have to have either Mr. Smith or Miss Riley to assist us.

2.

I have taken up the matter of the copyright on "The White Slave" with Mr. Banzhaf's office and find that we had it copyrighted in 1909 for 28 years, so it does not expire until 1937, 12 years yet to go, so that's that.

3.

The theatre at which "Sally of the Sawdust" is playing in San Francisco is the old Strand Theatre which the Famous Players have taken over and re-named the St. Francis, spending about $100,000 in fixing it over. It seats between 1600 and 1700 and I am told it is ideally situated. They are charging, I believe, 50¢ top and have a few very comfortable

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. F. GANSHAF, SECRETARY
J. S. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1194

Mr. Griffith
#2

leges for which they charge 75¢. I received word from Kenneth Hodkinson who is the United Artists manager there that the picture was very well received and liked. They have an orchestra of 16 pieces, but what I cannot understand is that the receipts for Saturday were only $2079 for Sunday $2083 and Monday $1140, a total of $5242 for the three days. According to our contract the picture is to stay indefinitely so long as the receipts at the close of the third day have reached $7,000. However, I got the Famous Players to wire out there and they are holding the picture over for a second week. They claim to have had an extensive advertising campaign, but what is the matter I do not know, as this, of course, is not good business.

4.

The New York Strand business was $6052 Sunday, $2563 Monday and $3061 Tuesday.

5.

I am sending herewith by messenger the review on "Sally of the Sawdust" in the Film Daily and the Moving Picture World and Motion Picture News. Exhibitor's Trade Review and Harrison's Report reviews will app ar in this week's issues and I will send them to you as soon as they come in.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. BANGHAF, SECRETARY
J. S. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1199

1476 Broadway,
New York, N. Y.
Aug. 18, 1925.

Received from S. Nitke for the National Novelty Jewelry Company of 116 Nassau Street, New York City, Two Hundred dollars ($200.00) for rental of Room1111 Longacre Building, New York City, $100 of this as rent from Sept. 1 to Sept 30, 1925 and $100 for rent last month of occupancy. It is understood that S. Nitke and the Novelty Jewlery Company accept fully and agree to all the terms of the lease existing between D. W. Griffith, Inc. and the Longacre Improvement Company, covering Room/111 of Suite 1107-1111. It is further understood that this agreement is for a period of four months (4) from September 1st, unless tenant decides to remain for full period of time remaining on lease of D. W. Griffith, Inc. which is until May 1, 1926. It is further understood that rent is to be paid monthly in advance not later than the 1st of each month.

D. W. Griffith, Inc.
Asst. Treas.

Accepted:

171

COPY

11, ALDWYCH
W. C. 2
August 15th, 1925.

Dear Mr. Kohlman:

I paid United States Income Tax on my earnings in the United States while playing for D. W. Griffith, Inc. the day before I left for England. Will you kindly inform the Griffith Company of this.

Yours very truly,
(Signed) Ivor Novello

Mr. Kohlman,
Messrs. Kohlman & Austrian,
27, Cedar Street, New York.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. F. RANSHAF, SECRETARY
J. G. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

1476 Broadway,
New York, N. Y.,
Aug. 13, 1920.

Longacre Improvement Company,
Longacre Building,
New York, N. Y.

Gentlemen:

We are desirous of sub-letting room 1111 of our suite and have a prospective tenant, S. Nitki of the National Novelty Jewelry Company. Mr. Nitki is sole owner of the company and is thoroughly responsible and will conduct his business in a manner, we believe, befitting the building.

As it is necessary for us to submit our sub-lessee to you, will you kindly give bearer your written consent to the above, so that we may complete negotiations to-day.

Thanking you,

Very truly yours,

D. W. Griffith, Inc.

Asst. Treas.

CC/S

The above has hereby consented to.

LONGACRE IMPROVEMENT CORPORATION.

By

Friends in Ohio
Aug. 14th 1925

My dear Mr. Griffith:

I want you to know how much I appreciated that kind message of sympathy — It was so good of you to send it to Dayton — for the sympathy of friends meant more than anything else during those first dark days.

You, who knew Father, can realize the warm human side of him and how much which the public did not know — is lost in his going. But I know you will feel — as we must feel, what a

tell, from his fellow-men.

I read your message to my mother and she, too, appreciated your thought of me.

With warm regards.

Cordially yours.

Ruth Bryan Owen.

wonderful final chapter
It was, to lie down to
his "good sleep" without
any pain or weakening of
once strength, and feeble ness
which age may bring. To
have had to become a
spectator where he once
led, would have been so
hard for him. and the
outpouring of personal
affection which has come to
him makes us feel that
we cannot call a life
incomplete which has earned

Form No. 6

THE MANHATTAN STORAGE & WAREHOUSE CO.

LEXINGTON AVENUE AND 43rd STREET

New York, August 14, 1925

Mr. David W. Griffith
1476 Broadway,
New York City

Att. Miss G. Gorway

Dear Sir:

We beg to inform you that your 2 Oriental Rugs and 1 Wilton Rug have been mothproofed, and are therefore subject to our guarantee against damage by moth for one year, expiring August 12, 1926.

unless sooner removed from our custody.

THE MANHATTAN STORAGE & WAREHOUSE CO.

Per D. K. Fay

1 Wilton Rug, dry rot, holes burned through in several places.

New York City,
August 14th, 1925.

First National Bank,
Mamaroneck,
New York.

Gentlemen:

We are enclosing herewith, checks in the amount of $1100 to be credited to D. W. Griffith Incorporated payroll account.

Also checks in the amount of $279.17 to be credited to D. W. Griffith regular account.

Very truly yours,

D. W. GRIFFITH, INC.

By

"Sally of the Sawdust"—a D. W. Griffith Production

(*United Artists, Aug. 2; 9,380 ft.; 110 to 132 min.*)

It seems as if Griffith can get away with "bokum" more successfully than any other director living. An analysis of the dramatic values of "Sally of the Sawdust" is hardly necessary; those who flocked to the Strand to see it liked it and did not hesitate to say so. And that is the important feature.

The picture is nothing but a string of "bokum" situations tacked onto a slender plot. There is, in fact, so much lack of legitimate story material, that it seems as if a whole century is required for the unfolding of action that in another director's hands could have been unfolded in less than two hundred feet. The heroine and her "Pop" take about three reels to move from the town where the circus was stranded (they were made to "strand" by a Griffith sub title) to the little town where "Pop" was taking the heroine for the purpose of delivering her to her grandparents. That part of the picture is saved by the introduction of episodes that are foreign to the story.

The gardener's spraying Pop's trousers, for example, and Pop's thinking that it was the little puppy dog that wet him, have hardly a place in the story. Nor has Pop's being accidentally locked up in the baker's kiln anything to do with his intentions to take the girl to her grandparents. Both these scenes make the spectators laugh, although for vulgarity they equal, if not excel, Chaplin's long-discarded classic kick in the back. Mr. Griffith has Pop fan his back part with his hat when the kiln becomes too hot. Nor is the implication that the character thought it was the puppy dog that wet his trousers less vulgar. Such scenes do credit neither to the industry nor to Mr. Griffith; the more intelligent element are bound to protest, with their minds if not with their voices.

The rest of the picture, particularly the last part, is no less "bokumish." In the last part Mr. Griffith employs his last-minute rescue, to which kind of rescue he has inalienable rights, to his heart's content: the heroine is arrested as an accomplice of her gambling Pop, who had escaped. She is being tried by a judge who is unaware that he is the accused girl's grandfather. Pop is held a prisoner by some ready-made bootleggers; he tries to escape but the bootleggers watch him closely, until at last his opportunity comes; he then runs away, and although he is pursued by the bootleggers, who wanted to catch him because he knew too much, he at last succeeds in reaching the court house, just in time to tell the judge that the prisoner is his own grandchild.

Of course there is repentance, and tears—plenty of this stuff. The shedding of them will be felt by many picture-goers.

Individual situations are good; these help to put the picture over. But what helps the picture more than anything else is the work of Mr. W. C. Fields; he is extremely comical.

The picture should please the majority of the picture-goers of the rank and file. Of the educated, well-bred element, most will revolt at the few vulgar scenes; but since others will enjoy it they ought to enjoy it also.

"Wild Horse Mesa"—with Jack Holt, Billie Dove, Noah Beery and Douglas Fairbanks, Jr.

(*Paramount, Sept.* 14; 7,221 *ft.;* 84 *to* 103 *min.*)

If your patrons enjoy Western melodramas, "Wild Horse Mesa" should satisfy them to their heart's content. There are plentiful situations wherein the hero's life is put in jeopardy, making the spectator apprehensive. One such situation is where the three outlaws, who had an eye on the hero's good horse, rob him of his rifle and revolver, so that he has no means of defending himself. The spectator in this situation, not knowing how the hero will extricate himself, fears for his life. The viciousness of the outlaws' appearance makes such fear stronger. Another such situation is where the hero is, after his clever escape, overtaken by the outlaws; his ability again to escape from falling into their hands cheers the spectator. Still another such situation is that which shows the hero and his friends coming face to face with the outlaws; the spectator is saddened in this one, because the hero is worried—he is struck on the head with a revolver and made unconscious. Mr. Holt does good work. Miss Billie Dove is satisfactory. Douglas Fairbanks, Jr. awakens some sympathy—the kind of sympathy one feels for a young man, not yet out of his teens, falling desperately in love with a girl much older than he. Mr. Beery, as the vicious, bloodthirsty outlaw, acquits himself well. The action is supposed to unfold at the junction of the states of Arizona, Colorado, Nevada and California, a barren place and inaccessible, where wild horses roam around; thousands of them are shown. The scenery forming the background is fascinating.

The story, by Zane Grey, deals with a hero, friend of the Indians, whose horse an outlaw covets. His men secretly take the hero's weapons, so that he has no means by which to defend himself. By a ruse, the hero escapes at night, taking along his Indian friends and the wild horses he had captured. When the outlaws become aware of the escape, they follow the hero and overtake him, but the hero, seeing them approaching, tells his men to flee for their lives; he jumps into the river with his horse, and thus again escapes. Tired and hungry, he eventually reaches the camp where the heroine, her father, a partner of her father's, and the hero's young brother are building a barbed wire corral for the purpose of capturing wild horses. The hero, after regaining his health and learning that barbed wire is to be used for the capture of horses, protests at the inhumanity of the act; he tells them that half of the horses will be killed. The father of the heroine agrees with the hero, but his partner laughs at them. The hero, however, teaches this man a lesson by beating him and then throwing him against the barbed wire. The outlaw puts in a sudden appearance. He and his gang, after bag-tying the hero, orders that wild horses be led into the barbed wire corral. But the hero's Indian friend, who had followed the outlaws for days, shoots from afar and kills every one of them, thus avenging the death of his daughter.

"Camille of the Barbary Coast"—with Mae Busch and Tom Moore

(*Ass'd Exhibitors, Nov.* 1; 5,350 *ft.; 62 to 76 min.*)

An appealing underworld melodrama. Some of its situations are, in fact, so powerful that many spectators will find it difficult to suppress their emotions. One such situation is where the hero's father calls on his son, from whom he was estranged, to persuade him to give up the woman to whom he was married and to return home. The hero's answer to his father that he would not give up the one person who helped make a man out of him is touching. There are other such human situations.

Mr. Moore wins much sympathy by his manliness. Mae Busch, too, wins sympathy because of the fact that she, though a dancer in a cafe at the Barbary Coast, proves that she is human; she becomes the cause by which the hero finds himself. The scenes where the girls are shown making a living out of men whom they pick up at the dance hall have been handled delicately; no one should be offended by any of these scenes.

The hero, son of a banker, in order to buy for the girl he was in love with more expensive jewels than his rival had bought her, forges a check. He is arrested. When his father asks him to tell him the truth whether it was he who forged the check or not, the hero swears on his dead mother's memory that it was not he. But when the fact comes out at the trial that he did forge the check, the father becomes so incensed at his son because he used his dead mother's memory to sustain a lie that he leaves him to his fate. The hero is sent to the penitentiary for two years. He serves his term in full. After coming out he does not go home, determined to make a man of himself first. In a cafe at the Barbary Coast he meets the heroine; she sympathizes with a young man who is down and out, and invites him to her house. Her offer to buy him an overcoat that he might not feel cold moves him; he refuses her aid but her kind act awakens his manliness and makes him determine to make good. Although hounded by a detective, employed by his father, he eventually finds a steady job. His friendship with the heroine ripens into love, and they marry. Eventually father and son become reconciled, but not before the father has agreed to accept the heroine as his daughter.

Joseph Carl Breil

4410 BURNS AVENUE
Los Angeles Cal.

Aug 15th 25

Mr D W Griffith
Astor Hotel
NEW YORK.

My Dear Mr Griffith:-

It is a month since I sent a letter to you at the F.P Studio in L.I. and I imagine it got mixed with "fan" mail and never reached you.

I am in desparate straits, and I want to appeal to you to please have your organization send to me the $1[illegible] odd due me which I advanced on my return fare to Los Angeles last year. It is due on the contract.

In the 72 weeks since I was stricken I have had from ten to two medical treatments every week, and I need them still-- but am now "flat", the enforced inactivity having depleted my resources.

I know your fair and generous spirit and I appeal to you now, for I have had only promises from the office since last September, and never a dollar on the account.

Wishing you every success and best of health I am

Loyally Yours,

J. C. Breil.

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

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WILL H. HAYS
PRESIDENT
COUNDLAND SMITH
SECRETARY

OFFICE OF THE SECRETARY

August 18, 1925.

Mr. D. W. Griffith,
Mamaroneck, N.Y.

Dear Mr. Griffith:

Colonel Solbert is back from Europe. He has gone to Washington to report, as his leave is up in a few days. You will remember we borrowed him for the investigation from the President. Please note my letter to you of April sixth.

He will spend this week, after reporting, in concluding the preparation of the report to us of his investigation. This will be in two parts:(1) a general resume; and (2) a very detailed and complete study of the situation. Report #1 he has written and a copy of it is enclosed, with the five exhibits mentioned therein. I earnestly ask your careful study of this report. You may want it studied, too, by your Sales and Foreign Managers.

As soon as Colonel Solbert returns, I want to arrange for him to have a visit with our Directors, the Foreign Managers and the Sales Managers, either separately with each of the company members, or at a joint meeting here. You might let me have your idea as to which you think would be best in that regard. There are a great many important things, of course, which he does not put in the report and which he will want to give verbally to the Directors, Sales Managers and Foreign Managers. He is willing, and it may be best, to visit each company and spend as long as necessary in a full discussion of the whole situation with each company member. In the meantime, I will be glad if you will read and have read carefully this report.

With kindest personal regards, and very best wishes, I am,

Sincerely yours,

Will H. Hays

hjh
Enc.

Report of Mission to Germany and Europe
April - July, 1926.

(Part One is a brief resume of what was accomplished, to be followed up in Part Two by a more detailed study.)

My mission to Europe was primarily to investigate and obtain a satisfactory solution, if possible, of the present German import restriction on moving pictures. This situation was urgent and needed immediate and the fullest attention. Secondly, our mission was to employ whatever time was available from the first problem to investigate the special and general situation of the moving picture trade in the European markets.

Most of the time was spent in Berlin, with a short visit in France and London. Trips were also made to Stockholm, Copenhagen and Brussels for contact purposes.

I approached the work on two premises. The first was a conception that it was my business to work for the promotion of the profits of the members of this Association in the foreign markets, while at the same time they upheld the welfare of our country abroad and maintained the high standards of the American moving picture industry. The second premise did not allow me to interfere in the competitive relationships between companies.

After a week's investigation in Paris, the German situation was tackled. The problem of the German government is to get the industries of its country back on their feet by discouraging imports, especially luxuries such as moving pictures, and encouraging exports. The object is to attain a favorable balance of trade, stable currency, and obtain monies to pay reparations. To this extent extraordinary measures of import prohibition and protection have been countenanced.

The present import restriction on foreign moving pictures, although unusual, cannot be defined as a discriminatory measure directed against the American moving pictures in particular. Its practical effect, however, if maintained long enough, will be discriminatory in a dangerous degree. A foreign government has the sovereign right to establish its own import protection.

The German film producers, as well as the government, feel that the recovery of their moving picture industry demands the maintenance of the present "compensation contingent" system or the import of one foreign feature film for each one domestically produced. If this conclusion is carried into effect again in May or June, 1926, when the present importation regulations expire, it is their own economic affairs. Our government cannot interfere except to make protest; nor can it retaliate under our present tariff laws by raising import duties on some special German product to our country.

The real reasons for the maintenance of the "compensation contingent" system are different from those given by the spokesmen for the German government and film industry. The government and the of the

German industries are anxious for a home film industry as an advertising agency for their goods in all markets. Germany's national trade supremacy in the past has to a great extent been based upon trusts and monopolies. It is apparent in the film industry that the German government is favoring the development of the powerful Ufa concern into a great monopoly for trade purposes. Ufa is the largest film producing, as well as renting and exhibiting concern in Germany. Owned and backed by the Deutsches Bank, with a wide spread control of all branches of the film industry, Ufa has been able to force its government to establish and maintain import measures that have shifted from the government into its own hands most of the power for regulating the import of foreign pictures into Germany.

To what end Ufa will use its power can only be guessed by observing that firm's policies and general tendencies. By virtue of its own large production, purchases of others, and ownership of key theatres, Ufa now practically controls the German market for domestic films. By virtue of having in its possession this great number of German films, it can import an equal number of foreign pictures. These facts, coupled with its control of key theatres, will soon place it in a position to dictate to all German exhibitors. Ufa, I believe, is making good money on imported American films; but each year it considerably increases its own domestic output and the time will soon come when this concern is making enough German films with a booking control of its theatres that it can begin to cut down on importation of American pictures. As yet, the present system does not work any great hardship on the admission of a fair amount of American pictures except for the annoyance of a market full of trade obstacles. The unusual protection thus given by the "one for one" system, if continued, would artificially aid Ufa to become strong enough to control the German market for itself and to gradually eliminate from it the major portion of American pictures. The German government is naturally in favor of promoting this effect for the success of its own film industry to provide a free advertising agency for German goods in our markets and the elimination as far as possible of the same agency for American goods. Further, the success so far of the "contingent compensation" system in Germany in protecting its film industry, as well as its own market for domestic pictures, has had the spreading effect of attempts by several other governments to introduce by legislation or Orders in Council similar measures for the same purposes. For these reasons there is immediate necessity for the abolishment of this system in Germany.

It took considerable time and effort to gather from both official and private sources the data upon which the above brief conclusions are based. Definite conclusions having been reached, action was decided upon in an attempt to obtain a satisfactory solution to this import situation which lends itself in the future to great injury to the American moving picture industry.

Conferences were asked for through the American Embassy and had with the Department of Commerce and the Department of Treasury in the German government in order to get the official estimate of the situation. A cable was then dispatched to Mr. Will Hays to place this case before our new Ambassador to Germany, Dr. Shurman, who then was leaving the United States for his post. This was carried out with excellent results as

appears later. A memorandum was then drawn up by our Commercial Attache and myself (Exhibit No. 1) stating to the German Foreign Office the case of the American producers and asking the German government for those prerogatives granted the world over to fair trade. Through his conference with Mr. Will Hays, our Ambassador was ready to help to persuade the German government to abolish the one for one system that gives Ufa the control that should be wielded by the government itself. He appreciated our case and sent the Commercial Attache with me to the Foreign Office and placed the whole situation verbally before the Chief of the Department of American Relations. This was the much desired opportunity to play our one trump card. This card is our power to jeopardize Germany's financial relations with our country in its dependency on the continuance of American loans to support its industries. I told Dr. Ritter that the American film producers asked nothing more of the German government than a market open to fair competition, as for other goods, and on a somewhat reciprocal basis with its own. I frankly hinted if this was not done at the expiration of the present system in June 1926 that the American film industry would by newspaper propaganda inform the American public the true story, not only of America's loans as a support of rival German industries, but particularly in this one isolated case of moving pictures where that German industry has a discriminatory control over the importation of the same American product. I assured him that such a campaign in the United States would certainly reduce the investing power of its people in German loans to the extent of 50%, which would be ruinous to German industries. A memorandum resume of our conversation, much more cautiously worded, was left for Dr. Ritter (See Exhibit No.2).

Dr. Ritter appreciated the situation and asked me to be present for a series of conferences at the Foreign Office in two weeks' time at the adjournment of the Reichstag. I went to England but the Reichstag was eventually postponed for over a month and as my time was limited, I had to return to the United States. Before leaving, I cabled the Embassy for a statement from the Foreign Office as to the prospects for and kind of solution in this matter that could be expected. I insisted upon having such a statement in order to keep the American film industry from beginning its newspaper propaganda. The cabled reply was most satisfactory (See Exhibit No. 3). Our Commercial Attache cabled also that he was writing in further particulars to amplify his wire. This has not yet been received.

To give the German Foreign Office a warning of the kind of newspaper campaign that can be waged in this country, I drew up an editorial (See Exhibit No. 4) to be published as soon as possible. Clippings of this editorial will immediately be sent the Foreign Office by the German Embassy in Washington and will serve as a warning that we are in earnest.

The German government does not dare to jeopardize in the slightest degree its financial relations in the United States. German industries are dependent upon us for financial support. The mere threat of disturbing this situation, coupled with our support from the Departments of State and Commerce, to prove government cooperation, and by constant protest through government channels, I confidently believe will force the German government to desired action.

This brief outline brings the story to date. The plan of action outlined will be continued.by taking the matter to Washington for further action by our government, and the case in Germany is well in the hands of a most competent Commercial Attache who is enthusiastic in the cause.

The following gives briefly the outstanding points of the English situation. The few English film producers that still exist have made desperate attempts to interest the Board of Trade and their government in passing legislation for the protection of their industry and their Empire markets. It is difficult, if not dangerous, for a British government to pass such official preventative measure that is bound to lend itself to drastic retaliatory measures on the part of other countries that constitute markets for British goods. Any government action beyond increased tariff is economically unsound for a country that normally lives on trade, as England does. Besides, English industry to be entitled to a hearing and consideration for legislative aid must fulfil certain qualifications (See Exhibit No. 5) established by the government as to the effect of similar foreign imports on the existing industry, employment, etc. Under these regulations, I do not see how the English film industry is entitled to government aid, but the government, as well as all English industries, are aware of the lack of a domestic film industry and that this means the absence of the most powerful advertising agency for English goods, particularly in their own colonies. The authorities were awake to the fact that American goods are following the American films, not only in the Empire markets to the exclusion of their own goods, but to all their other markets of the world. The British are casting about in the earnestness of dire necessity for a means of obtaining this essential home industry.

Since government aid cannot be obtained on the grounds of industrial protection, the burden of a reason has been presented to the government on cultural grounds in a combined petition supported by the churches, schools, Y.M.C.A.s and welfare organizations. Their plea is that British productions, customs, manners, etc. are being swept away by the flood of foreign films in the absence of British moving pictures. The petitioners insist that to maintain British national cultural ideals among its people, a certain percentage of all films (estimated from 20 to 33-2/3%) shown must be British. Although much can be said in favor of these reasons, the most vital ones still remain, as stated before, those for trade purposes. I fail to see but that the effective legislation for cultural reasons is quite the same as for industrial grounds and lends itself equally to retaliation. The British government would hesitate before setting up such a dangerous precedent. The proof of this was shown, I believe, in a meeting of the powerful British Federation of Industries held for me in order that they might propose to our organization other than legislative means by which the British producers might obtain a corner of their own screen. The meeting opened by a long speech from the Chairman of the plight of the British industry. At the end a threat was made that if the American producers did not come to an amicable agreement with the British producers, legislative measures would be passed to the same effect. I quietly suggested that under these circumstances the American producers might rather wait for the fulfilment of the threatened legislation. At that, the members all protested that an amicable agreement was much easier and more to be desired. This confirmed my suspicion that government legislation in this matter was rather difficult to obtain.

However, I was ready to bear any suggestion to the M.P.P.D.A. for their consideration. The general recommendation was made by the F.B.I. that a conference be held in the near future between the British and American producers for the purpose of arriving at some agreement of mutual benefit to both parties in both markets. On the preamble that American producers have put themselves on record in stating that the existence of a British film

industry would make a healthier situation, as well as needed variety on the American screen, the British producers would like a part of each program in a British theatre as well as some guaranteed opportunity on the American market. I carry this direct message from the British producers (not to my knowledge are the British exhibitors here represented) through the F.B.I. to the President of the M.P.P.D.A. for a conference on this matter. Coupled with this invitation, however, let me add that the situation for the British is grave enough for them to ultimately find some way out of their predicament, perhaps by a combination of semi-official help, support of all their British industries, and some sort of national and patriotic boycott of American pictures. The injury that can be done to American pictures by a psychological wave of nationalism is both difficult to predict or estimate.

The logical contention that a 100% monopoly is not a healthy condition in any industry or market may be sustained on this side. Of course if a certain portion of the British screen were allocated to British producers, there would be plenty of British money available for their own industry. There is, however, an opportunity hinted at by the F.B.I. for American money to come in and control the British film industry. There are certain advantages in this method of foreign production employed by other American industries, especially in the British eyes, with these preferential policies. Certainly the invitation should be considered and discussed and, whatever action is taken, an appropriate communication should be sent to the F.B.I.

For the time being and until a definite decision is arrived at about a conference here or in England there will be no change in the English situation. The Board of Trade, I understand from the F.B.I., will hold up consideration of the petition on cultural grounds pending results of any private agreement between British and American producers collectively.

An all too brief survey in Paris of the French situation gives the impression that the general situation as it pertains to American films in France remains unchanged. There are, however, strong underlying tendencies among producers that may affect the pending tariff bill. The French producers are anxious for government protection similar to the German compensation scheme. As long as the French government has not funded its debt to the United States, it is doubtful if it dare make any move in that direction. France must keep a clean slate on these matters for the financial favor and debt concessions it expects from our side. Until the funding scheme for the French debt is decided upon, I do not see how we need fear any arbitrary action on the part of the French government against importation of American pictures.

The following is a brief estimate of the general situation of the American moving picture trade in Europe as observed in places visited, and born out by talks with each of the United States commercial attaches in Europe at the Brussels conference.

It is too sweeping to make a general condemnation of the way the American motion picture business is being carried on in Europe. Some allowances must be made for the fact that the trade is comparatively young and that much pioneer work had to be done. However, the business is now of long enough standing and the profits great enough, and foreign legislation and competition waking up to opposition, to demand organized cooperation within the industry for its foreign trade.

Our producers have made but little effort to obtain this foreign trade. It was thrust upon them through the fortuitous circumstances of

the war. Again, little or no work has been done to retain the monopoly thus given us over the moving picture business of Europe. Instead of nursing the market and laying the solid foundation for its future growth, which will be enormous, we were actually careless and non-cooperative about a most wonderful market that represents a large part of the 20% of our foreign film trade, as well as the greatest God-given opportunity for influence the United States has ever had in the world.

By lack of sound business methods, by lack of unity of policy, by lack of cooperation, by forcing total production outputs on little nations, by dumping poor and unsuited pictures, we are spoiling the future of a market which we hold today more by fortunate circumstance than by our own efforts. From all that I can gather, there never has been a sound, constructive attempt made to develop this market that Lady Luck so generously handed us. It has been a policy of every one for himself any way he could, and each one gouging the market in a temporary and adventurous exploitation. The result is the condition we have today where every nation, although helpless before our pictures, is groping around for some method to keep them out.

Let us not lull ourselves to sleep with a flattering and preconceived idea that only Americans are born to act for the silver screen and that Europe cannot make good pictures. It can and will make good pictures that will rival ours in every phase, provided only there is a market for profitable distribution. We in this country have no monopoly on brains and acting. There is one good reason why we are supreme in the film industry today and it is because we are making profits. Any industry can prosper on profits. The reason for these profits is the tremendous consumptive power in our home market for moving pictures. Another contributory cause is the fact that European markets are open to us while they have little or no moving picture industries there. Most European countries owe the United States money or desire financial favors at our hands since we have the bulk of the world's gold. But for these reasons the long legislative arm of such countries would reach out and make short work of us by protecting their infant film industries and their home markets for domestic productions. However, debts will be settled some day and most of our gold put to work. When economic conditions in Europe ameliorate, it is not impossible and quite probable that Europe will have a greater consumptive capacity for moving pictures than the United States. The situation might then be reversed.

It is quite possible that a few will agree with me in the above statement that Europe may some day, and not to far in the future, be a greater market for moving pictures than our own country. I wonder if we have realized to its full extent that the European capacity for moving pictures has not yet been scratched. Besides having more than four times the population of the United States, its inhabitants are not nearly as well endowed with the world's riches as our own. In America the people can afford to divide their surplus earnings amongst many and more expensive entertainments, such as automobiles, golf, radio, phonograph, moving pictures, etc., etc. In Europe, for long time to come, even as conditions become better, the poor people will have to content themselves with the cheapest and most convenient amusement which is moving pictures. When it comes to education, the percentage of illiterates in Europe is much greater than here and in the vast country of Russia it reaches to more than 90% of the total population. All these people who cannot read, as well as those who have not the leisure nor the money to buy literature, must get their entertainment and news of the world beyond their physical vision from the silver screen. Moving pictures are a cheap and simple medium of entertainment and instruction and therefore lend themselves admirably to these people. For the

reason stated above, I believe the demand for moving pictures in Europe will grow at a most astonishing rate as the economic conditions become better.

The situation in each of the European countries is different. But there is no unity of policy or effort in the industry that remotely governs the general trend of that trade. We have been too prodigal of a market in which for a long time we have had no competitor. Each company quite naturally drives its own business in its own way without a thought to the general welfare of the trade as a whole or to the development of the future market. The method in vogue is to force upon the market as many pictures as are produced, whether many of these are poor or unsuited to the locality. The underlying thought seems to be that if a poor picture is sold and exhibited, it will cut out a better one of a rival concern.

Another and lesser phase that should not be tolerated again is where a company will for a few thousand dollars sell a number of poor pictures six or seven years old which, in turn, are dumped on some foreign market with disastrous effect to its taste for American pictures. Lack of cooperation amongst the representatives of the members of this Association, combined with some revival of film industry in Europe and the insistent outcry for national films for propaganda and business advertising, is rapidly bringing the situation to a point where it may suddenly break against us. Only in the short time that I was in Europe, efforts were begun in Sweden, Czecho Slovakia, Austria, France and England to follow the successful lead of Germany to inaugurate some sort of compensation system. Press propaganda in most countries is calling for domestic productions in order to maintain national ideals and tradition among their own people. Foreign governments are rightly becoming alarmed at the influence of our pictures on their people. Industries are realizing more and more the mighty power of American films as an advertising vehicle for American goods, not only in their own markets, but in the remotest corners of the world. These are a few of the elements outside of our own lack of unity and method that are conspiring against us. For reasons given before, no great hardship has been felt by our moving pictures in the European market, but it assuredly will if a general policy and a workable organization is not laid down to which every member of this Association implicitly subscribes to and as implicitly carries out in practice. In my humble opinion, I am convinced that something definite must be done by the industry collectively and this can only be done through the M.P.P.& D.A. which comprises more than 85% of the producing elements. Both the present situation in foreign countries and what is at stake for the future demand a well considered, all-encompassing plan of action. The foreign situation is well in our hands so that the future can be captured by concerted actionand beginning to lay a sound foundation upon which to build our foreign trade. This Association can save the producing members untold millions and the greatest opportunity for our country to show the rest of the world how to attain peace, prosperity and happiness. Foreign countries point the finger of scorn that our producers care only to exploit them for money. I know there are men among them of vision and of courage whose patriotic feelings far transcend these things.

When I say that the producers must collectively organize, I mean that some modified form of cooperative marketing, or to some effect the forming of a cooperative export association to cooperate along simple lines of agreements, should be organized for trade abroad. The time has come when the film trade must be organized on the same lines as that of any other large export, like steel, copper, or textiles. Some of these industries have found certain forms of cooperative marketing to be a necessity in obtaining a more regular and sound market and therefore better profits. The details would have to be worked out to suit the situation.

Some cooperative form of marketing abroad should be organized through the M.P.P.& D.A. Such a collective association is not only encouraged by our government but protected by the Webb-Pomerene Act. It would seem to me that if each company sent only its best pictures to the number that Germany, for instance, could use them, more money would be earned on them than if the total production were exported. Fewer and better pictures, at longer runs, it seems, would earn more money than a large number containing indifferent and poor ones, each picture making a short run.

Let us take Germany, for instance, and use round numbers. Let us say Germany has 5,000 theatres, which with 300 days will give 900,000 playing days. For argument's sake let us say 1,000 American films are produced. The saturation point for American pictures, let us say, is 600. It stands to reason, also that no more than 600 of these pictures are good and suitable for the German market. If there was a choice, would it not be much more profitable to run 600 pictures into 900,000 playing days than to divide this number of playing days up amongst 1,000 pictures containing poor and unsuitable ones? If this is correct, it would seem to me that the position holds good for each individual company. Given, for argument's sake, that Germany can take 60% of our film productions, why is it not possible by some means of cooperative organization in the M.P.P.& D.A. wherein each member pledges to send into a country as Germany, for example, only 60% oftheir production. Besides the censorship at the source, there might be another expert censorship for advisory purposes in this organization to help pick the suitable pictures for the foreign market. It would be a simple matter to check up that no one company send in more than their allotted share. At the end of each year a reckoning could be had that would be satisfactory to all companies involved. The quota for each foreign country, plus a margin for increasing the demand, would be arrived at by our own foreign managers, and not in any way indicated by foreign governments or producers. Cooperative marketing that would fit the peculiar circumstances of the moving picture trade would increase profits for the members as well as reduce overhead in each foreign country. It is also the surest way to build a solid foundation of our foreign trade as well as to increase future demands in all markets for our moving pictures.

A cooperative export association could be formed, the members of which would comprise the foreign managers of the different producers, the president and several members of the M.P.P.& D.A. Rules of trade and regulations in standards of business and ethics would be drawn up by the Association and prescribed to by its members. Among other things, this would include uniform contracts and methods of distribution. Here would be a great part of the strength of the Association, if this regulation amounted to price fixing, which would be the case if a uniform method of release on a percentage basis to the exhibitors was agreed upon. These regulations would also prescribe year by year, or shorter term, the percentage of total number of pictures to be sent to different countries.

Such a cooperative association would present a solid front in any country to its government or combined producers or exhibitors. There could be an association of offices in each big country or territory with a representative from the export association at its head. This man would be in direct communication with the home export association; he would be in charge of the intelligence available to all members of the association on the ground; and he would be the spokesman of the association in all difficulties. Such an association of officers would reduce overhead for all members and make necessary contact and communication easy under the rules of the association. The export department of each producer would continue functioning as before. The intelligence department of this association, because of its functions and being detached from producers, would constitute an excellent advisory selectivity committee to to help in selection of pictures for foreign trade.

~~ANNEXE 41~~

American Embassy
July 4, 1928.

The following resume is presented of the Memorandum of June 8th, 1928 submitted by the American Embassy to the German Foreign Office on foreign film import restrictions.

The Reichswirtschaftsministerium is watching the operation of the present contingent compensation system--admittedly an experiment--and hope by autumn to draw new regulations to come into force May 1st, 1929. The American film industry represented by The Motion Picture Producers and Distributors of America, of which Will H. Hays is President and which embraces in its membership over 85% of all the film producing elements in the U.S., is naturally disturbed by the uncertainty of the present situation and the fact that some change after next May is inevitable. Accordingly it seems desirable to present the views of this association in order that these may be studied before a decision is reached regarding the future.

It would seem that the present system tends to create a monopoly in the German film industry, which with its great number of compensations can control both domestic and foreign pictures exhibited. If such a monopoly took its total foreign quota from one source it would deprive all other foreign producers of a fair competitive opportunity in the German market. There is no provision that "compensation" must be used to bring in foreign films. Conceivably domestic producers can let "compensations" lie dormant thus restricting importations, fix prices and control theatres, palpably unfair to both the domestic market and the foreign producers. Let us suppose that a foreign country treated a particular German export to them in the same way. Licenses for German goods to that foreign country would then only be granted by that government to their own nationals who were engaged in active competition. Such a system is in conflict with all principles of fair competition and the unrestricted operation of the law of supply and demand.

As a method of protection for the German film industry the present system has only shifted importations from the government into the hands of a few companies, and hardly acts to stimulate the production of better domestic pictures. Instead of promoting the quality of pictures as a whole it would seemto encourage the production of films just good enough to pass the censorship - necessarily the low point in good pictures - which are destined not so much for exhibition as for compensation purposes. The selling value of films depends upon quality and not quantity.

Is it not true that contingents are economically unsound for a country whose currency is stable? Further is it not equally unsound to attempt to balance trade in each industry as is here done? In treaty negotiations Germany seems to have committed itself to a complete tariff basis and to give up contingents. Why should a peculiarly American industry be signaled out and kept on a contingent basis with all other trades going on a tariff basis?

The biggest portion of the profits on foreign pictures remaining in Germany goes to a few big producers - virtually a subsidy. It would seem fairer that such profits should be more evenly distributed among the trade for its encouragement. A tariff on moving picture importations would reduce taxation and could be applied directly in favour of the biggest investors in the trade, the theatre owners, by reducing the amusement tax (so bitterly complained of) thus encouraging larger audience to the benefit of the whole industry.

A tariff system would provoke less retaliatory measures on the part of other governments than the present system.

To argue that all foreign films may come into Germany free but must not be shown unless passed by the censorship is a prostitution of this standard as a restrictive measure which lends itself to retaliatory measures elsewhere against German exports that may be in the nature of a monopoly.

That a tariff regulation would flood the country with American films is unfounded. The great number of short American films now in Germany need no competition and can be imported without restriction. A duty would exclude these and only the best feature films would afford the tariff price. Emphatically we do not want more American pictures on the German market but we do want better ones.

There is ample room and a real desire for suitable German pictures on the American market which comprises 60% of the world's audiences and 75% of its total box office receipt for U.F. Permanent and reciprocal import restrictions will make for the best cooperation with the German film industry in U.S. and the world markets.

The American film industry through its advertising relations with the newspapers of our country is in a peculiarly strategic position to influence American good will and cooperation toward Germany. A most favorable impetus to this influence would be given if these import restrictions were made permanent and on the same basis as other trades. Likewise cooperation would follow in showing in the theatres controlled by our producers those German pictures and news reels that would create the same goodwill and inclination to invest in German loans. Certainly if both markets are open to fair competition on a somewhat reciprocal basis ill-feeling and all its train of consequences will be illiminated.

(Exhibit #8)

May 28, 1925.

MEMORANDUM

The present system of regulating film importation into Germany consists in the granting of Permits to bring in a foreign film only to Germanrenters, who exhibit a similar "compensation" German film produced in 1923, 1924 or 1925 and censored in 1924 or 1925. This means that roughly two foreign films of standard length can be imported in the present year for every domestic film produced. When this regulation comes to an end, May 1, 1926, it is admitted that some changes will have to be made, since it seems likely that practically all the domestic made pictures, available as "compensations" will be utilized, thus bringing importation to the standstill.

The Reichswirtschaftsministerium is watching the operations of the present experiment and hope by autumn to draw new regulations which shall come into force after May 1, 1926. The American film industry which is the one chiefly affected by these regulations is naturally somewhat disturbed by the uncertainty of the present situation and the fact that some change after next May seems inevitable. Accordingly it seems desirable to present the views of American producers, in order that these may be studied before a decision is reached regarding the future. In the meantime there are a number of objections to the system now in vogue which should be mentioned.

At present compensation films naturally are controlled by the chief German producing companies and the renters who handle them. Such interests naturally have a corresponding control over imported films. Let us suppose that one or two foreign companies make exclusive contracts with the chief German producers, who have at their disposal a large part of the available "compensation" films. This arrangement, while satisfactory to the foreign firms involved leaves other foreign companies in difficulties and perhaps prevents them from a competitive opportunity in the German market.

As a method of protecting the German film industry, as a whole, the present experimental plan would hardly seem a success. It has not as yet changed the total number of foreign importations, but has instead placed them in the hands of a few companies. The present system could not stimulate the production of better pictures, inside Germany, but tends to encourage cheaper German pictures just good enough to pass the censorship standards. Many of the resulting films are used not so much for exhibition as for "compensation" purposes. The progress of the German film industry and competitive power on the world market depends to the greatest extent upon its development along cultural and artistic lines. It is not an industry whose progress

and selling value is counted in numbers of meters of film like tons of ore. No feature film can be a financial success today unless it is suitable for the export market. The ultimate success of the German film industry must depend upon sales abroad. Such sales can never be stimulated by the production of "compensation" films. The censorship standard must naturally be the low point of good pictures. "Compensation" films which have just passed the standard cannot be expected to prove a financial success abroad.

The German film industry to be placed on a profit making basis must be in the world market. The United States has 40% of all the moving picture theatres of the world and an estimate of perhaps 60 or more percent of the audiences, and the percentage of box office receipts would be probably much greater. These theatres, although controlled to a great extent by the American producers, are open to German produced films; and moreover American competition in neutral markets is now carried on in the fairest way, giving ample room for German film products. If a more permanent and uniform status of film imports is brought into existence by the German Government, this will be reflected in more cooperative spirit between the two film producing nations, both in their home countries and in the world markets at large. A German market with import restrictions that may work in a peculiar or haphazard way towards American films can hardly help to facilitate German pictures on the American market, which is of peculiar necessity to the progress of the German industry. It is apparently a fact that the license system in vogue in 1924 allowed many more films to enter than contingents were issued for, which means that certain American films by luck or chance, or in some unforeseen way, were favored, while others were less fortunate. If both markets are open to fair competition ill-feeling will be allayed and good relations obtained that will encourage cooperation in all markets.

It would seem that the present system tends to create a monopoly in the film industry for one or two German firms, With their great number of "compensations" they can control both the domestic and foreign pictures exhibited here. Thus the biggest portion of the profits on foreign pictures remaining in Germany would go direct to these firms - virtually a subsidy to them. It would seem fairer that the returns on foreign pictures should be more evenly distributed among the trade for its encouragement. A tariff on film importation would reduce taxation and could be applied to reducing the amusement tax in moving picture theatres which would help enormously that part of the trade which has the largest investment; to wit the theatre owners - by stimulating larger audiences. A revenue thus spread would not only benefit that great part of the country, the theatres, but the public at large and eventually the producers as well. The amusement tax is not only a load on the theatre owners and the public, but affects also the producer in loss of profit. The reduction of the amusement tax would not only help the film industry directly concerned, but would also be a direct step by the Government to aid all the producers.

A further danger to fair foreign competition is the possibility of a monopoly being created that might conceivably control the German market. There is no provision in the present plan that "compensations" must be used to bring in foreign pictures. It is quite possible that domestic producers can let "compensations" lie dormant and thus restrict trade, fix prices and control the theatres at their pleasure. (Theatre owners are unorganized and their wishes in the matter are difficult to ascertain.) Government officials admit that the "compensation" system is economically unsound for a country whose currency is being kept stable. It is also admittedly an experiment which according to the views of the experts in the trade, has had a tendency to foster indifferent domestic production and has facilitated the importation of cheaper foreign pictures, both to the detriment of the film industry.

A direct tariff would stimulate a fairer foreign competition by spreading imports among more companies. It would bring revenue into the Government treasury which would reduce taxation. A fair tariff on negatives and a comparatively high tariff on positives would it seems materially help the raw film industry and the printing industry of the country. A demand from American producers for raw film for positives and for printing is equivalent to so much export. It seems that Germany is placing herself completely on a tariff basis as stated in the Germany-British trade treaty, so that any danger of internal disadvantages, such as high cost of living would obtain for the domestic film industry whether or not the tariff affects its products. It would seem that film imports should logically, like all other items, be placed on the same tariff basis. Tariff duties on the other hand will handicap foreign pictures to a certain extent, so that only the best can cross this barrier. This fact and the good quality of incoming foreign pictures will stimulate the production of better pictures at home.

It has been argued that the enactment of a tariff on film imports would probably stimulate other countries to enact similar tariffs on German films. This argument fails to consider the fact that the continuance of the present contingent system is already having the effect of inducing other countries to consider the enactment of a similar contingent system, which would work even a greater hardship to German films. For example, let us suppose that a neighboring European country introduced the contingent system based upon domestic production, Their local renters would probably utilize their "compensation" films to secure an expensively produced high quality American film, which would compete in price with German films, but which would most probably secure larger returns inside the country, Such an action would almost completely deprive German films of a market in such a country; in the same way as the German contingent system no tends to bar other European produced films from this market.

International goodwill which is so important will undoubtedly accrue if foreign film importations are given a more permanent status on the German market and with equal competitive opportunities for all. The American producers, on the other hand, through their control of key theatres, are in a most strategic position to show to advantage those German news reels and pictures to the people of the United States that will build up goodwill and good feeling between the two countries, the result of which is to stimulate the necessary cooperation and investments to Germany. In cases of other European countries it has been found to advantage to place before the American people their films and news reels in a way that might even amount to a subsidy encouragement. It stands to reason that the film industry which in America ranks fifth in importance in big businesses wields considerable influence with the newspapers and magazines, as well as through the key theatres, all of which would be of great importance in developing an atmosphere of friendliness and cooperation for Germany.

What the American film industry is particularly interested in is the placing of the film import trade in Germany on a permanent basis so that this trade will be sound and regular.

The German film is now so organized and equipped that it is able to produce films for the world market. No first-class feature film, such as the Letzte Mann or Quo Vadis, can at this date be considered a good financial speculation, unless it has assurance of the cooperation of the American film industry in placing it upon the American market. Only an importing system in which leading American film companies feel that they are able to secure an even share can induce them to the cooperation which is essential, if such German films are to be shown in the United States. What this means to the German film industry can be shown by the fact that the successful placing of one big feature film on the American market may bring, and has brought, an estimated upwards of 10% of the entire amount realized by American film companies in their sales in the German market in an entire year.

- - - - - - - -

(BAMBERG NO. 8)

(COPY OF CABLE)

BERLIN

AMCONAT LONDON

JOB SOLBERT FOREIGN OFFICE BELIEVES FILM PROBLEM CAN BE SOLVED TO OUR SATISFACTION AND PROMISES IMMEDIATE THOROUGH CONSIDERATION AFTER ADJOURNMENT REICHSTAG STOP (Method will probably be) CHANGE TO VERY HIGH DUTIES PROBABLE BUT GOVERNMENT CAN MAKE NO DEFINITE PROMISE PENDING CONFERENCE WITH INDUSTRY STOP PERSONALLY FEEL SITUATION PROGRESSING SATISFACTORILY AND NO FURTHER ACTION IMMEDIATELY POSSIBLE STOP WRITING

HERRING

EXHIBIT NO. 4

Germany and an Import Restriction

An interesting and unusual protection situation obtains in the German import restrictions on foreign moving pictures. All American and other imports to Germany, are placed on a tariff basis except films. An experimental system is in vogue, which German film producers insist on maintaining, and consists in allowing the importation of one foreign feature film for each one produced domestically. Besides being economically unsound as a protection measure to attempt to balance trade in each industry, it is fraught with danger to a special American industry thus signalled out for what lends itself to discriminatory treatment. A German firm, and only a German one, by virtue of having in its possession a domestically produced film can import a foreign picture. True to ancient form, the Germans still run to monopolies and there is in the film industry one large outstanding concern which by virtue of its larger domestic production controls the best of the imported films. Thus the workings of this license system virtually has shifted the import regulating power from the government into the hands of the most powerful producers. This smacks of old time cunning in securing trade advantages.

There is furthermore no provision in this form of protection that these licenses held by producers must be used to import foreign pictures, which in most cases are American. Conceivably domestic producers in Germany can let licenses lie dormant and thus restrict importations, fix prices and control exhibitors - palpably unfair to both the domestic market and the foreign producers. Let us suppose that the U.S. treated a particular German export to us in the same way. Licenses for German goods to enter our country would then only be granted by our nationals producing the same goods and in active competition with them. Such a system is in conflict with all principles of fair competition and the natural operation of the law of supply and demand.

The ultimate aim of such control is obvious in spite of the fact that such a producer, and as well all producers together, are a small part of the total film industry in Germany when compared with the unorganized thousands of theatres and the investment that they represent. Such unusual protection, which lends itself to drastic retaliatory measures, cannot aim at nursing infant industry, but has the effect of taking the milk away from all the infants in the same house and giving the whole ration to rear one giant.

It might not be without interest to the American investing public to know how the German film and other industries are financially supported. The story of the uses made of American loans to Germany and the results of these to American industries will not be told here. Suffice it to state that 87% of the stock of the largest German film producing firm is owned by one of the four great "D" banks of Germany, which has had its large share of American loans and will need them in the future to support its subsidiary industries. It is a bit thick to contemplate how our loans may not only support competitive German industries but particularly in this one isolated case where that German industry has control over the importation of the same American product. Such musings might carry us into the larger field of national financing to ask what country was chiefly responsible for furnishing Germany last year with some four of five hundred millions of dollars to wipe out its unfavorable trade balance in order to stabilize its currency? There will be a similar unfavorable

balance of trade this year, and more money will be needed. A great deal can and will be said on this subject if necessary as the harrowing details of the truth are not known.

It is only fair to state that this isolated and experimental case of imports not on a tariff basis has been brought to the attention of the German Foreign Office and the German government through the regular channels. The American film producer asks nothing of the German government more than a market open to fair competition on a somewhat reciprocal basis with its own, even though the advantages are greatly in favor of the German producer, as to tariff. Such a state of affairs would illiminate ill feeling and propaganda with all its train of evil consequences.

We have faith in the German government to act on this matter in plenty of time because of its justice and for the general good. The existing system has not only the possibilities in principle but the actual tendency in practice to operate as a discriminatory restriction against a peculiarly American import thus put in a category by itself. Such a condition the German government does not and cannot wish to continue. The American film industry is jealous of those prerogatives granted the world over to fair trade and is in dead earnest to do all in its powers to obtain and deserve them.

* * *

EXHIBIT NO. 8

The procedure which is followed in Government inquiries in England which they hold to decide whether duties for the safeguarding of British industries shall be imposed for a limited period, and in a Finance Bill in which that period is specified, is as follows:

"SECTION I.
Rules for Inquiries.

"The rules to be applied by the Board of Trade in deciding whether to order an inquiry will be as follows:

"(1) The Board must be of opinion that the industry applying for an inquiry in respect to the whole or any part of its production can reasonably be regarded as of substantial importance on account either of the volume of employment engaged in such production or of the nature of the goods produced.

"(2) The Board must be of opinion that there is prima facie evidence that the competition of foreign imports in the industry is exceptional and that by reason of such competition employment in the production of the goods in question in the United Kingdom is being, or is likely to be, seriously affected.

"(3) The applicant industry must also show that in the countries from which such competition largely comes the conditions in one or more of the respects set out in paragraph (5) of the rules hereunder, for the guidance of committees, are so different from those in this country as to render the competition unfair.

"(4) The Board of Trade will, in their discretion, reserve the right to refuse an inquiry, irrespective of other conditions obtaining in the industry, if they are of opinion that the industry is not carried on in this country with reasonable efficiency and economy or that the imposition of a duty on goods of the class or description in question would exert a seriously adverse effect on employment in any other industry, being an industry using goods of that class or description in production.

"If the Board of Trade are satisfied that a prima facie case is established in accordance with the above conditions the Board will refer the claim for inquiry to a committee.

"SECTION II.
Instructions to Committees.

"A committee appointed by the Board of Trade for the purpose of such an inquiry will be instructed to report on the following:

"(1) Whether the applicant industry is, by reason of the volume of employment engaged in the production of the goods to which the application relates, or by reason of the nature of the goods produced, an industry of substantial importance.

"(2) Whether foreign goods of the class or description to which the application relates are being imported into and retained for consumption in the United Kingdom in abnormal quantities.

"(3) Whether the foreign goods so imported are being sold or offered for sale in the United Kingdom at prices which are below the prices at which similar goods can be profitably manufactured or produced in the United Kingdom.

"(4) Whether, by reason of the severity and extent of such competition, employment in the manufacture or production of such goods in the United Kingdom is being, or is likely to be, seriously affected.

"(5) Whether such exceptional competition comes largely from countries where the conditions are so different from those in this country as to render the competition unfair.

"Competition for the purpose of such inquiry is not to be deemed to be unfair unless it arises from one or more of the following causes:

"(a) Depreciation of currency operating so as to create an export bounty.

"(b) Subsidies, bounties, or other artificial advantages.

"(c) Inferior conditions of employment of labour, whether as respects remuneration or hours of employment, or otherwise, obtaining among the persons employed in the production of the imported goods in question as compared with those obtaining among persons employed in the production of similar goods in the United Kingdom.

"In making their report upon the alleged unfairness of the competition, the Committee may call attention to any special circumstances by reason of which, in their opinion, the industry in the United Kingdom is placed at a serious relative disadvantage.

"(6) Whether the applicant industry is being carried on in the United Kingdom with reasonable efficiency and economy.

"(7) Whether the imposition of a duty on goods of the class or description in question would exert a seriously adverse effect on employment in any other industry, being an industry using goods of that class or description in production.

"(8) Whether, having regard to the above conditions, the applicant industry has, in the opinion of the committee, established a claim to a duty, and, if so, what rate or rates of duty, in the opinion of the committee, would be reasonably sufficient to contervail the unfair competition.

"SECTION III.
"Constitution of Committees.

"A Committee will consist of not more than five persons appointed by the President of the Board of Trade. No person whose interests

may be materially affected by any action which may be taken on the report of a committee will be eligible for appointment as a member of the committee.

"SECTION IV.

"Procedure of Committees.

"A Committee to whom a complaint is referred will have power to determine its own procedure, having regard to the particular matters on which it is instructed to report.

"The sittings of a committee at which evidence is taken shall be held in public, except that a committee shall refuse to allow the public to be present at any proceedings of the committee during the hearing of evidence on matters which, in its opinion, are of a confidential character."

• • • •

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1476 Broadway,
New York, N. Y.
Aug. 20, 1931.

Mr. Ralph Lewis,
M. B. O. Studios, Inc.,
780 Seward Street,
Los Angeles, Calif.

Dear Sir:

Mr. Griffith wishes me to acknowledge receipt of your letter of July 11th with the photograph enclosed therein, and to express his appreciation of your thoughtfulness. He was very pleased to receive the picture, and sends his kindest regards and best wishes to Mr. De Grasse, Mr. Frank Campeau and you.

Very truly yours,

Secretary to Mr. Griffith.

CC/S

1476 Broadway,
New York, N. Y.
Aug. 20, 1928.

Manhattan Storage & Warehouse Co.,
Lexington Ave & 42nd St.,
New York, N. Y.

Gentlemen:

I am enclosing herewith power of attorney covering Mr. Griffith's furniture, properly executed. Will you kindly file same for future reference.

I am also returning your bill of Aug. 15th, and would appreciate it if you will kindly render a bill for the $24.85 item as the item of $104.90 was paid yesterday at your 52nd St. office.

Thanking you,

Very truly yours,

Secretary to Mr. Griffith.

CC/S

New York City,
August 31st, 1926.

Gasceigne-Reid & Company, Inc.,
5 East 44th Street,
New York.

Attention of Mr. Smith

Gentlemen:

We are enclosing herewith, check drawn to the order of the Union Central Life Insurance Company in the amount of $194.69.

This represents the premium due August 24th on the policy insuring the life of Mr. D. W. Griffith.

Will you kindly see that this reaches its proper destination?

Very truly yours,

D. W. GRIFFITH, INC.

By

MEC:IS
ENC.

New York City,
August 31st, 1926.

Chase National Bank,
Mamaroneck,
New York.

Attention of Mr. R.C.Brewer

Gentlemen:

We are enclosing herewith, checks in the sum of $1025 to be credited to D. W. Griffith, Incorporated payroll account.

Very truly yours,

D. W. GRIFFITH, INC.

By

MEC:IS
ENC.

United Artists Corporation
729 Seventh Avenue
New York

Bryant 1224

August 21, 1925.

G. A. H. Picture Corporation,
c/o D. W. Griffith, Inc.,
1107 Longacre Bldg.,
City.

Gentlemen:-

We have today forwarded to the Manufacturers Trust Company check in the amount of $48.52 being the equivalent of £10 received from the United Artists Corporation, Australia, to apply on His Darker Self.

Entered

Very truly yours,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

LK:SL

P.S.——This remittance reported in cable of August 17, 1925.

D. W. GRIFFITH EQUITY AS OF 8/22/25

UNITED STATES - CUBA - CANADA - MEXICO

\# BLOSSOMS
FLOWER
STREET
EAST
ORPHANS
0 NIGHT
ROSE
AMERICA

\# Excluding - Mexico
0 Excluding - Mexico and Cuba

SALES TO 8/22/25

BLOSSOMS	620,580.04	
FLOWER	410,985.82	
STREET	556,822.27	
EAST	1,866,447.98	
ORPHANS	1,296,219.37	
NIGHT	831,835.23	
ROSE	713,688.36	
AMERICA	1,094,802.69	7,395,381.76
PLAYED AND EARNED TO 8/15/25		7,159,542.33
UNPLAYED BUSINESS		235,839.43

Thomas Stevenson

75%		176,879.57
Less overpaid on S/S	80,073.68	
Due 2½ on old conts.	59,484.42	139,558.10
NET EQUITY		37,321.47
PRODUCERS SHARE OF FOREIGN UNPLAYED BUSINESS		54,251.95
		91,573.42
Advances not charged to Pictures Earnings		9,969.12
NET EQUITY		$ 81,604.30

A week, devoted to films, is soon to start at the Empire. Early next month Mr. D. W. Griffith's new production, Sally of the Sawdust, is to be shown there for a month.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

171

August 25th 1926.

Commissioner of Internal Revenue,

Washington, D. C. Re: IT:3: V-1.

Sir:

Referring to yours of July 10th, we wish to advise that we do not believe a tax is due on account of payments made to Ivor Novello of London, England, on the sum of $11,000., since we have been advised that Mr. Novello paid his tax to the United States Government prior to his leaving for England.

Very truly yours,

D.W.GRIFFITH, INCORPORATED.

By_____

Secretary.

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

UNITED ARTISTS CORPORATION OF ILLINOIS

604 South Wabash Avenue

Chicago, Ill.

August 20th,
1928.

Mr. Albert H. T. Banshaf,
Banshaf & Pembleton, Counsellers at Law,
150 West 42nd Street,
New York, N. Y.

Dear Sir:-

In accordance with your letter of the 10th, we yesterday phoned the Unity Photoplays Company and succeeded in getting them to deliver to us two prints of "Mother and the Law". We presume this is what you meant in your letter when you mentioned "Intollerance".

Will you kindly advise what disposition you wish made of these prints?

Yours very truly,

UNITED ARTISTS CORPORATION

(signed) Cresson E. Smith

CES-EJ

TREASURY DEPARTMENT

WASHINGTON

OFFICE OF
COMMISSIONER OF INTERNAL REVENUE

AUG 26 1925

IT:E:Af
SM

David W. Griffith Corporation,
1474 Broadway,
New York, N. Y.

Sirs:

Reference is made to the income and profits tax return filed by your corporation for the taxable year 1922.

In order to enable the Bureau to determine whether or not your company was affiliated with any company within the purview of Section 240 of the Revenue Act of 1921, you are requested to furnish the information called for on the enclosed forms, covering the taxable year 1922.

If the conditions described on Schedules #1 and #2 as existing at the beginning of the year 1922 were constant throughout the entire taxable years 1922 and 1923, a statement to that effect should be made. If not, a complete statement of all changes during those years should be submitted in the form prescribed on Schedule #3, together with such additional Schedules #2 as may be necessary.

The schedules and other information furnished in accordance with the requirements indicated must be submitted in affidavit form, and should be transmitted to this office within twenty days from the date of this letter.

In your reply, refer to IT:E:Af-SM.

Respectfully,

J. G. BRIGHT,

Deputy Commissioner.

By S. M. Plowman,

Chief of Section.

Enclosures:
2 Schedules #1.
4 " #2.
4 " #3.
2 " #4.

ALBERT H. T. BANSHAF
JOHN H. PEMBLETON

BANSHAF & PEMBLETON
COUNSELLORS AT LAW
RUGG TERMINAL BUILDING
120 WEST 42d STREET
NEW YORK

WISCONSIN 1000 TELEPHONE [redacted]
CABLE ADDRESS
"BENRAN"

August 26th 1925.

RECEIVED this 26th day of August, 1925, from Albert H.T.Banshaf the following Policies of Mr. D. W. Griffith:

John Hancock - - - - - -	No.742797	- -	$25,000.
John Hancock - - - - - -	No. 742796	-	25,000.
Berkshire Life Ins. Co. -	No.116411	-	25,000.
Berkshire Life Ins. Co.- -	No.116412	-	25,000.
Union Central Life Ins. -	No.663424	-	25,000.
Connecticut General Life -	No.165054	-	25,000.
Connecticut General Life -	No.164491	-	25,000.
New York Life Ins. Co.	No.7543364	-	25,000.

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. DRISCOLL
M. L. MALEVINSKY
ARTHUR T. DRISCOLL
JOSEPH M. MAGRAUTH
RICHARD J. MAGRAT
ARTHUR G. WALSH
EDWARD C. RAFFERT

TIMES SQUARE
NEW YORK CITY

177

IN RE

August 26th, 1925.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

My dear Bert:-

Mr. Malevinsky and Mr. Driscoll have spoken to me about the suit of Mr. Griffith v. Mr. Jolson, and stated that we have disbursed about $15.50 and had no retainer in this case.

I should be glad to have you take the matter up with Mr. Griffith and arrange for a reasonable retainer.

Either Mr. Driscoll or I will be pleased to discuss the matter with you at any time.

As ever,

Sincerely,

DFOB:IW

1476 Broadway,
New York, N. Y.
Aug. 27, 1925.

Mr. John Flinn,
Producers Distributing Corporation,
469 Fifth Avenue,
New York, N. Y.

Dear Mr. Flinn:

I dislike very much to give you more business worries than what you already have, but I wish you would see the proper parties and see if it is possible for them to make a special effort to get in just as much money as they can on "His Darker Self" by September 15th as we have a note coming due about that time.

Anything you can do along the above lines will be appreciated.

Sincerely yours,

AGG/CC

New York City,
August 27th, 1918.

First National Bank,
Mamaroneck,
New York.

Attention of Mr. Coffin

Gentlemen:

We are enclosing herewith, check in the amount of $1000 to be credited to D. W. Griffith, Incorporated payroll account.

Very truly yours,

D. W. GRIFFITH, INC.

By

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF THE PRESIDENT

August 27, 1925.

Mr. D. W. Griffith,
c/o Famous Players-Lasky Corp.,
485 Fifth Avenue,
New York City.

Dear Mr. Griffith:

I appreciate very much your dropping things and coming to the meeting to make a quorum.

I want, too, to congratulate you again on "Sally of the Sawdust".

With kindest regards, and best wishes always, I am,

Sincerely yours,

Will H. Hays

hmh

TELEGRAM ADDRESS

LOEW'S INCORPORATED

'THEATRES EVERYWHERE'

EXECUTIVE OFFICES
LOEW BUILDING
BROADWAY AT 46TH STREET
NEW YORK

August 28, 1926.

Mr. Jesse L Lasky
Metro Goldwyn Mayer Corp
485 Fifth Avenue
New York City

Dear Jesse

In answer to your letter of the 25th inst., we made a contract with UFA whereby they are to produce FAUST in Germany using Lillian Gish as the star, and we are to release same in the United States and most of the foreign countries.

We certainly did not know anything of Griffith's intention to make the SORROWS OF SATAN. We closed with UFA about six weeks ago.

With kindest regards, I am

Yours very truly,

N. M. Schenck

NMS:HH

1476 Broadway,
New York, N. Y.
Aug. 26, 1926.

Mr. Charles Pettijohn,
A. F. P. & D. of A.,
469 Fifth Avenue,
New York, N. Y.

Dear Sir:

I regret to advise that owing to the fact that Mr. Griffith has been out on location during the past week I was unable to obtain any information regarding the book "Veterans All". However, Mr. Griffith will probably be at the studio during the coming week at which time I will ask him about this matter and advise you further.

Very truly yours,

Secretary to Mr. Griffith.

CC

$ 1000.00 NEW YORK CITY, AUGUST 31st, 25

ON OCTOBER 15th, 1925 - - - after date I promise to pay to

the order of - - - -D. W. GRIFFITH- - - - -

ONE THOUSAND AND 00/100 - - - - - - - Dollars

Payable at CENTRAL UNION TRUST COMPANY, 42nd STREET & MADISON AVE., N. Y.C.

Value received D. W. GRIFFITH, INCORPORATED.

No. Due ---10/15/25---

TREAS.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	NM
Night Letter	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise, the symbol appearing after the check will indicate the service to be rendered.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	NM
Night Letter	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise, the symbol appearing after the check will indicate the service to be rendered.

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

RECEIVED AT
SA2L4 48 NL

1935 AUG 31 PM 6 17

LOSANGELES CALIF 31

MISS C M CONWAY

1476 BROADWAY NEWYORK NY

DID YOU MAIL CHECK TEN HUNDRED FIFTY FOUR AS PER STATEMENT JULY FIFTEENTH IF NOT PLEASE DO SO NOW TO CLEAN UP ACCOUNT STOP HAVE PLACED RANCH ON SELF SUPPORTING BASIS EXCEPT TAXES AND INSURANCE NO MORE UPKEEP EXPENCE NOW WILL WRITE DETAILS FORWARD TO MR GRIFFITH REGARDS

CARL STERNLOO.

WESTERN UNION
CABLEGRAM
NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to

Aug. 31, 1925.

Deferred Rate

To

Lord Beaverbrook,
Personal and confidential
c/o London Express, London, England.

It is some time since I have had a picture that I wanted you to see but I think this new one Sally of the Sawdust which opens at Empire Theatre September seventh you would really like as it has two characters who had I written them in words instead of pictures would have been remembered stop Sally the circus gamin under the stress of emotions preserves the character instead of doing the usual thing of dropping back to the cinema actress to get over a big scene stop It is the first time at least that I have been able to do this stop And Professor Eustace McGargle the comic faker and scamp does not reform but scamps at the end as he did in the beginning stop Would like for you to get copy of this picture from Graham of Famous Players and run it as I really would like to have you see it as it has been quite successful over here although at first I was afraid of the breaking in on emotional scenes with broad comedy as we do in this picture stop With pleasant memories of old days at Leatherhead and also very best wishes

D. W. Griffith

9/21/26

FAMOUS PLAYERS-LASKY CORPORATION

Paramount Pictures

Sixth and Pierce Avenues
Long Island City, N.Y.

Lord Beaverbrook

Personal and confidential

It is some time since I have had a picture that I wanted you to see but I think this new one Sally of the Sawdust which opens at Empire Theatre September seventh you would really like as it has two characters who had I written them in words instead of pictures would have been remembered stop Sally the circus gamin [redacted] under the stress of emotions preserves the character instead of doing the usual thing of dropping back to the cinema across to get over a big scene stop [redacted] the first time at least [redacted] stop And Professor Eustace McGargle the comic faker and scamp [redacted] does not reform but scamps at the end as he did in the beginning stop Would like for you to get copy of this picture from Graham of Famous Players and run it as I really would like to have you see it as it has been quite successful over here although at first I was afraid of the breaking in on emotional scenes with broad comedy as we [redacted] in this picture stop With pleasant memories of old days at Leatherhead and also very best wishes

D. W. Griffith

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CLASS OF SERVICE DESIRED	
Full Rate	
Half Rate Deferred	
Cable Letter	
Week End Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE CABLEGRAM WILL BE TRANSMITTED AT FULL RATES.

WESTERN UNION CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Number
Number of Words
Time Filed

Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to

Aug. 31, 1925. 19

Deferred Rate

To

Graham
Famfilm
London
England

To the public stop I naturally can say very little about my new play Sally of the Sawdust excepting I would like to state that I think I like these two lovable fools Sally and Professor Eustace McGargle almost better than any two I have ever had stop If the play has any merit credit goes to these two Sally who throughout all the various phases of emotion sticks to the gamin character of the circus girl and does not drop back as we generally do in these things into just straight acting as is usual forgetting the character and becoming a cinema actress herself doing her usual emotional stunts stop And Professor Eustace McGargle who ends as he begins a good natured scamp and rogue stop I know that in having emotional scenes cut in by broad comedy as we did is daring fate but we hope you approve of it stop Most sincerely yours

D. W. Griffith

CLASS OF SERVICE DESIRED	
Full Rate	
Half Rate Deferred	
Cable Letter	
Week End Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE CABLEGRAM WILL BE TRANSMITTED AT FULL RATES.

WESTERN UNION CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Number
Number of Words
Time Filed

Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to

Aug. 31, 1925. 19

Deferred Rate

To

Graham
Famfilm
London
England

Have sent special cable to you for usual publicity purposes stop If Lord Beaverbrook should ask to see film be sure and treat him with all possible courtesy as I have written him concerning it stop Most sincerely

D. W. Griffith

Chg D. W. Griffith, Inc.

The Shadow Stage

A Review of the New Pictures

ARE PARENTS PEOPLE?—Paramount

EVERYBODY has been anxiously awaiting the release of this picture for two reasons: first, to see if Betty Bronson would measure up to her performance in "Peter Pan"; second, because this is the first production that the youthful director, Mal St. Clair, has done for Paramount. We could write pages and pages about Betty but it can be summed up in this: she is a marvellous actress, natural and human at all times. The story shows a young girl whose parents suffer from incompatibility. She decides to give them a mutual worry to bring them together. Every member of the cast is perfect—Adolphe Menjou, Florence Vidor, Lawrence Gray and Andre De Beranger. BUT what is foremost is the direction. The picture moves along smoothly with a finesse of touches that are subtle and amusing. See this!—**M. B.**

SIEGFRIED—UFA

A COLOSSAL and amazing achievement in film stagecraft and a triumph for the German magicians who work their arts at the Ufa Studio.

But it takes more than technique to make a great photoplay. It takes heart and soul. In combining Richard Wagner's "Siegfried" and "Twilight of the Gods" with the original legends, the adapters have lost the vitality of the Niebelungen Lied. As a dramatist, Wagner was repetitious and involved, but there is a robust, human and tender touch in his telling of the story that isn't in the film. The rôle of *Siegfried* is marvellously played by Paul Richter. *Brunnhilde*, portrayed by Hanna Ralph, is no Valkyr but a Queen of Iceland. "Siegfried" will be presented as a special, with Wagner music. It is more than worth seeing.—**A. S.**

SALLY OF THE SAWDUST—United Artists

IT'S by all odds the gayest and most delightful picture ever directed by D. W. Griffith. And, in spite of the fact that it's a trivial and flighty mixture of slapstick and romance, we venture to predict that it will be one of his most popular.

For one thing, it brings W. C. Fields to the screen. In a season of great comedy, Fields ranks with the big ones. He has a wonderful personality; he's a fine pantomimist; he has a priceless line of "gags." He makes *Professor Eustache McGargle*, the circus faker, a memorable figure in screen annals. He's a wow, a knock-out, a riot. That is to say, the boy's good.

The story of the film is a Cinderella tale of a little circus girl who is really an heiress with a highly respectable and frozen-faced Yankee grandpa. With its circus atmosphere, it makes an ideal structure for the unbeatable Griffith trimmings. The climax is truly remarkable because Griffith accomplishes the startling feat of paralleling a pathetic melodramatic scene with a slapstick chase, without losing the effect of either incident.

And it's a tribute to Carol Dempster that she can hold her own against Fields. In fact, in the climax it's just as though Lillian Gish were playing a heavy scene against the antics of Harold Lloyd. It sounds wild but it's so effectively done, that it is great.

"Sally of the Sawdust" isn't all clowning. It is filled with scenes that show Griffith's sensitive and beautiful instinct for the truly poetic. There is, for instance, a moment when the motherless *Sally* strews flowers on the grave of an unknown woman. And Miss Dempster plays it like an artist. While we are passing around the praise, it is well to mention Alfred Lunt who is an unusual film personality.—**A. S.**

"Drusilla With a Million"

"The Desert Flower"

"The Little French Girl"

"Sally of the Sawdust"

Griffith Is Himself Again

CERTAINLY, "Sally of the Sawdust" is best in just the field that Griffith has been weakest—comedy. Griffith's humor has always seemed a terrible thing to me. In the past he has repeatedly touched me with many poignant moments but he had never been able to get a laugh out of me.

"Sally of the Sawdust" is genuinely funny—boisterously funny without effort. Possibly a great deal of this is due to W. C. Fields, the Ziegfeld Follies comedian. Fields has appeared in pictures before. He made a series of small comedies and he played in a Marion Davies film. Here, however, he bursts upon the silver-screen horizon as a comedian, more unctuous and mellow than any fun maker has been since John Bunny.

"Sally of the Sawdust" was adapted from a musical comedy, "Poppy," and the plot is pretty awful. Fields plays one *Professor McGargle*, sideshow faker. *McGargle* has a ward, little *Sally*, whose grandparents are the wealthiest—and most exclusive—people of a small New England town. The plot, such as it is, revolves around the adventures of *McGargle* and *Sally* and the ultimate reuniting of the little circus acrobat with her rich grandparents.

As I have said, the plot is pretty bad—and yet Griffith has studded it with striking scenes. There is as beautiful a lyric moment as the screen has ever seen, when little *Sally* comes upon a grave in the family plot of the New England cemetery. There is the loveliest love scene, on the hillside of a private estate, since the little equestrienne of "He Who Gets Slapped" lost her heart to the circus rider upon their woodland excursion.

Carol Dempster's Hit

LET me hasten to comment upon the performance of Carol Dempster as *Sally*. It was not until "Isn't Life Wonderful" that I thought Miss Dempster could act. Her playing here is approaching genuine cinematic greatness. Her work has softened, gained histrionic breadth, and grown in surprising fashion. She is both moving and humorous in "Sally of the Sawdust." Miss Dempster has arrived.

The New York critics handed a neat panning to James Cruze's "Welcome Home" (Paramount), adapted from "Minick," the stage play by Edna Ferber and George Kaufman. I want to present a minority report and "Welcome Home" to be honest, human and entertaining, one of those little pictures you will like, I am sure.

Cruze Film Homely and Human

CRUZE made a lot of changes in the story, even shifting the name of the principal character from Minick to Prouty. "Welcome Home" is just the story of a young married couple and what happens when the aged father of the husband comes to live in the little home. The old fellow, for all of his efforts to please, is querulous and opinionated, generally upsetting the machinery of the place.

The metropolitan reviewers objected because "Welcome Home" had no story. If anyone can show me a bigger theme than that of the husband and wife trying to adjust themselves to the intrusion of age, I would like to know it. I fear the New York critics missed the importance of this because they have no homes.

Cruze produced "Welcome Home" with all the homely little touches that characterize his pictures. This director has an understanding insight into American middle class life that makes the productions of our other directors seem like puppet shows. Cruze knows this phase of life from the kitchen sink to the parlor settee.

I liked the homely, direct playing of the cast, particularly Luke Cosgrave's characterization of the old man, *Prouty*. Here is a performance of genuine shading and humanness.

Next I want to hail Hal Roach's presentation of that remarkable horse, Rex (remember him in "The King of Wild Horses"?) in "Black Cyclone" (Pathé). Roach gets more spontaneous acting out of his equine cast than most directors get out of a squad of humans.

SAVES YOUR PICTURE

The Six Best Pictures of the Month

SALLY OF THE SAWDUST
DON Q, SON OF ZORRO — SIEGFRIED
ARE PARENTS PEOPLE? — BLACK CYCLONE
I'LL SHOW YOU THE TOWN

The Six Best Performances of the Month

Carol Dempster in "Sally of the Sawdust"
W. C. Fields in "Sally of the Sawdust"
Betty Bronson in "Are Parents People?"
Douglas Fairbanks in "Don Q, Son of Zorro"
Warner Oland in "Don Q, Son of Zorro"
Mary Alden in "Siegfried"

Casts of all pictures reviewed will be found on page 114

(Judge)

Greater Circus Season

(*Continued from page 19*)

nickels, one thin dime, the tenth paht of a dollah! And if you do not think the show you see in theyah is worth *ten times* ten times what you pay to see it—come to me! Tell me you have been fooled, cheated, that I've misled you, and misrepresented! And I will gladly give you back evahry penny you paid to see the show and $10 out of my own pocket! Step in folks! One dime to see the wurrld of peeecyewliarities! The domain of illusions! The home of freaks! Going-in, *going-in*, GOING-IN! The Palace of Wondahs! Right this way! How many, pleez?

And so it started! Greater Movie Season! The world's most colossal ballyhoo!

I've seen the show and I'm not going to demand my ten pennies back.

On one stage, laydeez and genulmun, there's W. C. Fields, alias Professor Eustace McGargle, juggler extraordinary, confidence man and dealer of three card monte. "It's the ol' Army game!"

On another there is Lon Chaney, known to the circus world as Echo, the world-famous ventriloquial artist. He throws his voice and he throws a *spiel!* "And that's life, folks! A with every gesture. He is nothing short of miraculously funny. (Pardon me for breaking down this way, but I just couldn't hold myself in. You know how a good cry will stimulate one.)

As the foster father of Sally, Carol Dempster, Fields is torn between two emotions, his love for his adopted daughter and the money which she can earn for him. The great question, what to do? To reveal the fact that she is the granddaughter of wealth and breeding and possibly lose her or to keep her identity a secret forcing her to suffer the squalor of cheap circus life? That is the plot. But it is a sugar-coated pill of pathos that Mr. Griffith hands out, so sugar-coated, in fact, that all its medicinal value is happily lacking. What we have is an hilariously funny farce that stops at nothing to get a laugh but manages to catch them all on the fly.

Carol Dempster plays the hoyden Sally with a fine sympathy and a splendid comedy sense, rushing headlong from tears to cheers with the airy lightness of a young girl's heart (ain't that touching?). Mr. Griffith has done noble—again! Has he ever failed? Hurray for the red, white and blue!

Possibly "Sally of the Sawdust" is a bit lengthy, surely some of the subtit

CLASS OF SERVICE DESIRED

TELEGRAM

DAY LETTER

NIGHT MESSAGE

NIGHT LETTER

Patrons should mark an X opposite the class of service desired; otherwise the message will be transmitted as a full rate telegram.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1004

NO. CASH OR CHG.

CHECK

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Sept. 1, 1925.

Night Letter

Mr Carl Sternley,
1015 Loews State Building
Los Angeles, Calif

Little short will mail check next week Regards

C. M. Conway

Chg D. W. Griffith, Inc.

ALBERT H. BENSHAW
JOHN G. PENGELLEY

BENSHAW & PENGELLEY
COUNSELLORS AT LAW
BUSH TERMINAL BUILDING
100 WEST 42d STREET
NEW YORK

TELEPHONE
BRYANT 9400
CABLE ADDRESS
"BENSHAW"

September 1st 1925.

Mr. J.C.Epping,
Treas., D.W.Griffith, Incorporated,
1476 Broadway,
New York City.

Dear Mr. Epping:

I received a wire from Sternlov as follows :

"Foreclosure for Assessment paving Sixteenth Street Pedro total bill $745. Loyd Wright wants check to cover Stop Mail check $1054. per statement July 15 to clear everything to date. Stop No more Ranch expense now except Taxes Address me Los Angeles Regards."

Some time ago I sent Miss Conway a copy of letter from Carl Sternlov, enclosing a statement wherein he accounted for the proceeds from the sale of property at Wilmington, showing balance due to him in the sum of $1054. and I assume this is the amount he refers to and if check for this amount is forwarded to him he will take care of $745. required by Loyd Wright to settle the foreclosure for assessment referred to in his telegram.

You will recall that some time ago I forwarded the Complaint against Mr. Griffith for failure to pay assessment to Loyd Wright for his attention and wrote to Sternlov requesting the data regarding same. Sternlov stated that it was a mistake but now admits that the amount is due and according to his telegram will pay the same out of the $1054. due him in accordance with the statement forwarded.

It may be that we should have Sternlov make a more accurate accounting relative to this sum but we should at least send Wright $745. in order that the Foreclosure proceedings may be settled and in the meantime demand from Sternlov a further accounting, as you may deem advisable

Will you please give this your prompt attention, and oblige

Very truly yours,

Albert H. Benshaw

AHTB/GDM

P.S. I enclose copy of statement for your information.

FROM SALE OF WILMINGTON LOT:

Cash from Buyer	$100.00	
Cash in Escrow //....	2900.00	
		$3,000.00

Disbursements, as per enclosed statement from Pacific Southwest Trust & Savings Bank//....	334.75	
Paid to Buckley, partial comm.	50.00	
Deposit with Trust Company/.....	15.00	399.75
		$ 2,600.25

To ranch maintenance, Nov. 1st, 1924 to July 31st 1925 @ $300.00 per month	2700.00	
Taxes, Pac.Ave.Tr.Lots 14-15.....	233.73	
" 13	175.01	
" Alma Tract " 10-11	74.80	
" " " 12	37.40	
" Entire ranch.....	259.84	
Lighting assessment, Alma Tract	56.37	
" " Pac. Ave. "	73.31	
Dismissal of Action #165940 //....	43.82	3,654.28
Bal . to settlement in full.....		$ 1,054.03

New York City,
September 1st, 1925

Mr. William J. Hannon,
1109 Amsterdam Avenue,
New York City.

Dear Mr. Hannon:

The amount which will be reported to the Federal and State Tax Department for salary which we paid to you during the ensuing year is $2300. This amount is made up as follows:

Two Hundred Dollars carried over from 1924 which represents checks which were held up until 1925. This was not reported in your 1924 income.	$ 200
From March 14th to May 30th, 12 weeks at $100	$1200
From June 6th to August 22nd, 12 weeks at $75	$ 900
Total - -	$2300

This is the amount which you must pay tax on for the year 1925.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

WESTERN UNION

Form 1081

CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Received at FAMOUS PLAYERS-LASKY CORPORATION
485 FIFTH AVE., NEW YORK

19 N J 44 443P

LONDON SEPT 3 1925

LCG D W GRIFFITH

FAMOUS PLAYERS NEWYORK

HAVE ARRANGED WITH GRAHAM TO SHOW ME FILM STOP HOPE YOU WILL COME TO SEE US SHORTLY YOU SHOULD PRODUCE PICTURE AT LEATHERHEAD THE SCENERY IS PERFECT BESIDES I SHOULD LIKE TO SEE YOU EVERY DAY

BEAVERBROOK

New York City,
September 3, 1928.

Empire Trust Company,
47th Street & Fifth Avenue,
New York.

Attention of Loan Dept.

Gentlemen:

In connection with the interest on our loan, will you kindly be advised that hereafter, the monies received from the United Artists Corporation on account of this loan are first to be applied against interest unless specifically stated otherwise by the United Artists.

Will you kindly advise us each time you apply this money against the interest?

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

CLASS OF SERVICE DESIRED

TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; otherwise the message will be transmitted as a FULL RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1088A

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Sept. 4, 1930.

Mr. Earl Stanley,
1026 Leeds Grand Building,
Los Angeles, Calif

Mailing check tomorrow Hagerdo

G. H. Conway

Geo. D. W. Griffith, Inc.

105H.
9/5/30

Tel. Dynat 1774

United Artists Corporation

729 Seventh Avenue
N. Y. City

September 4, 1925.

G.A.M. Pictures Corporation,
1107 Lan acre Bldg.,
City.

Atten: Mr. R.Klune

Gentlemen:-

In accordance with your assignment, we have today paid the Manufacturers Trust Company $48.50 being the U. S. equivalent of £10 received from United Artists (Aust.) Ltd. to apply on HIS DARKER SELF.

Very truly yours,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

MR:SL

September 4, 1935.

Cassaigne-Reid & Company, Inc.,
5 East 44th Street,
New York City,
New York.

Gentlemen:

We are enclosing herewith, our check in the amount of $1362 drawn to the order of The Travelers Life Insurance Company. This is in payment of the quarterly premium which is due on September 5th on Policy No. 933546 on the life of Mr. D. W. Griffith.

Will you kindly see that this check reaches its proper destination in due time?

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.

522 FIFTH AVENUE

NEW YORK CITY

WILL H. HAYS
PRESIDENT

TELEPHONE
VANDERBILT 5110

September 4, 1925.

CONFIDENTIAL

FOR INFORMATION OF MEMBERS ONLY

Mr. D. W. Griffith,
c/o Mr. Albert Banghaf,
130 West 42nd St.,
New York City.

Dear Mr. Griffith:

In line with the purpose to exercise every possible care to the end that only books or plays which are of the right type are used for screen presentation; to avoid the picturization of books or plays which can be produced only after such changes as to leave the producer subject to a charge of deception; to avoid using titles which are indicative of a kind of picture which could not be produced, or by their suggestiveness seek to obtain attendance by deception, a thing equally reprehensible; and further to endeavor "to establish and maintain the highest possible moral and artistic standards of motion picture production", the following communication has been received by this office, indicating the opinion of the members as to what they should do in their efforts to carry out these purposes, since August twenty-sixth, on which date we notified all our members that certain books and plays had been rejected for picturization by certain of our members:

From a distributing and producing member advice received today, September 4, 1925, that they have declined to produce "Playthings" and "Kept", these rejections being made on September 2, 1925.

With kindest regards, I am

Sincerely yours,

Will H. Hays

hmh

CLASS OF SERVICE DESIRED
TELEGRAM
DAY LETTER
NIGHT MESSAGE
NIGHT LETTER

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1201A
NO. CASH OR CHG
CHECK
TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Sept. 5, 1935.

Week End Cablegram

Lord Beaverbrook
Personal
c/o London Express
London
England

Very glad indeed for renewal of pleasant words stop Have been too busy last few years battling the dollar in which struggle I came out second best to think of anything else but things are straightening out and hope within year to join you at fireside with the old scotch stop hymns stop and rye stop After our little film to my surprise as I was afraid it would be treated as only a broad comedy Chicago Newyork received it as one of the best and many critics said the best thing ever done stop If you like it let me know but anyway hope to pay that visit soon as expect to do big film by English author next and will try have some of it taken in England stop As ever

D. W. Griffith

Chg D. W. Griffith, Inc.

FRANK COYLE
ATTORNEY AT LAW
INTER-SOUTHERN BLDG.
LOUISVILLE, KY.

September 7, 1925.

Mr. D. W. Griffith,
New York, N. Y.

My Dear Dave:

This letter will be presented to you by Mrs. Elizabeth H. Brown, a Louisville girl, who is in New York doing Motion picture work. Mrs. Brown is a friend of our mutual friend Clem Huggins. Clem and myself have been associated in the practice of law for more than twenty years and anything you do for him I appreciate as much as if you were doing it for me.

Clem is greatly interested in and he wants you to get behind this little girl and give her a chance and push her along. I am informed that she has been doing some motion picture work in New York, including one of your productions; that she is well educated; has attended dramatic school; can dance well and is rather an expert diver and swimmer.

Do something for her and it will be greatly appreciated by

Your Old Friend,

Frank Coyle

CLASS OF SERVICE DESIRED

TELEGRAM
DAY LETTER
NIGHT MESSAGE
NIGHT LETTER

Patrons should mark an X opposite the class of service desired; otherwise the message will be transmitted as a FULL RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1201A

NO. CASH OR CHG.

CHECK

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Sept. 6, 1935.

Night Letter

Mr. Jack White
Educational Studies,
7250 Santa Monica Blvd.,
Los Angeles, Calif.

Dear Jack wonder if youve been able to do anything on His Darker Self yet Find note at bank coming due this month and would like have some encouraging word for them regarding future chance of recuperating Best regards

A. L. Grey

Chg D. W. Griffith, Inc.

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

FGH 125 BLUE 3 EXTRA COLLECT 1/68

BN CHICAGO ILL 210P SEPT 6 1925

D W GRIFFITH 3/2

FAMOUS PLAYERS LASKY STUDIO ASTORIA NY

ONLY NEAREST RELATIVES PERMITTED TO SEE CONDEMNED MAN VISITORS ARE ESCORTED TO DEATH CHAMBER BY JAIL GUARD WEARING UNIFORM DARK BLUE COAT WITH STAR AND CAP BEARING THE SAME NUMBER THAT APPEARS ON STAR VISITORS ARE TURNED OVER TO DEPUTIES AT DEATH CHAMBER AND THEY ARE SEATED AT ONE END OF TABLE AND PRISONER AT OTHER END TWO SPECIAL DEPUTIES

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT

312 2ND SHEET 62 WDS

ARE ON DEATH WATCH BN CELL WITH PRISONER THEY WEAR UNIFORM DARK BLUE COATS WITH BRASS BUTTONS THERE ARE THREE SHIFTS WHEN PRISONER IS TAKEN TO COURT ON A MURDER CHARGE HE IS ESCORTED BY TWO DEPUTIES WEARING THE UNIFORM COAT VISITORS TO SEE OTHER PRISONERS IN INSTITUTION VISIT THEM ON A DOUBLE SCREENED CORRIDOR ON THE DIFFERENT FLOORS

T A BROCKMEYER COOK COUNTY JAIL

FAMOUS PLAYERS-LASKY CORPORATION
Paramount Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8600
CABLE ADDRESS: FAMOUSPLAY

OFFICE OF EDWARD A. BROWN
CASHIER

September 6, 1925.

D. W. Griffith, Inc.,
and
D. W. Griffith,
1476 Broadway,
New York City.

Gentlemen:

In accordance with agreement dated March 14th, 1925, you were to pay us $1,000. a week commencing September 1, 1925, in payment of monies advanced to you for the rent of the Pavilion Theatre, London, for the showing of the picture "Isn't Life Wonderful".

As we do not appear to have received payment due us of $1,000. on September 1st, we will appreciate receipt of your check.

Very truly yours,

E A Brown

Cashier.

EAB:BS.

107

September 9th 1926.

Mr. Ralph Kohn,
c/o Famous Players Lasky Corporation,
485 Fifth Avenue,
New York City.

Dear Mr. Kohn:

I thought I might better write to you regarding our conversation with reference to the proposed affidavit by Mr. Zukor, the purpose of which is as follows:

The State Tax Commission of the Corporation Bureau New York, have rejected an item of disbursement on behalf of D.W.Griffith, Inc. on their annual return wherein they deducted $200,000. a year as a salary disbursement to Mr. Griffith, for services rendered as a motion Picture director, they claiming that Mr. Griffith's services are not worth the said amount, and they therefore refuse to allow the same.

Messrs. Price, Waterhouse & Co., our accountants have requested me to obtain an affidavit from Mr. Zukor stating the fact that in his opinion Mr. Griffith's services as a motion picture director were worth in the years 1920, 1921, 1922, and 1923 at least $200,000. a year, and that since said period, viz. in 1924, the Famous Players Lasky Corporation have contracted to pay for Mr. Griffith's services at the rate of $6,000. per week, together with some other emoluments arising by way of bonuses and percentages.

Such an affidavit we believe will convince the Tax Commission that such a disbursement is a fair and just deduction against the earnings of the Corporation before arriving at its taxable income.

I am therefore submitting a form of affidavit and if not satisfactory, please make such changes as you may deem proper.

Thanking you for your attention to this matter, I remain

Very truly yours,

AHTB:GDM

POSTAL TELEGRAPH COMMERCIAL CABLES

TELEGRAM

RECEIVED AT

DELIVERY NO.

STANDARD TIME INDICATED ON THIS MESSAGE

[illegible] A 22 NC

TO LOS ANGELES CALIF SEPT 19

ALBERT GREY

CARE E W HAMMONS EDUCATIONAL FILM EXCHANGES INC 729 7TH AVE NYC

AFTER CAREFUL SURVEY BELIEVE GOOD POSSIBILITIES RECUPERATING ON DARKER

SELF WHEN RECUTTED AND RETITLED AND ADDITIONAL SCENES TAKEN STOP

IF HAMMONS CAN RELEASE AS ADDITIONAL HAMILTON END OF THIS SEASON STOP

HOWEVER WE ESTIMATE COST OF RECONSTRUCTION SIX THOUSAND FIVE HUNDRED

DOLLARS STOP ADVISE IF SATISFACTORY BY RETURN WIRE STOP AND UPON RECEIPT

OF ABOVE REMITTANCE WILL PROCEED AT ONCE KINDEST REGARDS

JACK WHITE

1104A

40519

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.

522 FIFTH AVENUE

NEW YORK CITY

WILL H. HAYS
PRESIDENT

TELEPHONE
VANDERBILT 5100

September 10, 1925.

144

CONFIDENTIAL

FOR INFORMATION OF MEMBERS ONLY

Mr. D. W. Griffith,
c/o Mr. Albert Banzhaf,
130 East 42nd St.,
New York City.

Dear Mr. Griffith:

In line with the purpose to exercise every possible care to the end that only books or plays which are of the right type are used for screen presentation; to avoid the picturization of books or plays which can be produced only after such changes as to leave the producer subject to a charge of deception; to avoid using titles which are indicative of a kind of picture which could not be produced, or by their suggestiveness seek to obtain attendance by deception, a thing equally reprehensible; and further to endeavor "to establish and maintain the highest possible moral and artistic standards of motion picture production", the following communication has been received by this office, indicating the opinion of the members as to what they should do in their efforts to carry out these purposes, since September fourth, on which date we notified all our members that certain books and plays had been rejected for picturization by certain of our members:

From a distributing and producing member advice received today, September 10, 1925, that they have declined to produce the play, "The Green Hat", this rejection being made on September 8, 1925.

With kindest regards, I am,

Sincerely yours,

Will H. Hays

hmh

SYNOPSIS OF PROCEEDINGS
OF SPECIAL MEETING OF EXECUTIVE COMMITTEE OF THE
BOARD OF DIRECTORS OF THE MOTION PICTURE PRODUCERS
& DISTRIBUTORS OF AMERICA, INC., SEPTEMBER 9, 1925,
AT 2:30 P.M.

1. Minutes read and approved.

2. Report of Acting Treasurer covering financial transactions and financial condition submitted and approved, together with audit covering period July 1, 1924 - June 30, 1925.

3. Report by the President of the result of the Greater Movie Season campaign which was approved, authorizing the President to use the unexpended portion of the Special Assessment for the purpose of continuing the activities incident thereto during the remainder of the year 1925.

4. The President presented a report of the development of the Saturday Morning Movies and such report was approved and the President authorized to proceed along the lines indicated in said report; a resolution was also adopted appropriating sufficient funds out of dues income and credit to Educational Printing and Mailing account.

5. Committee appropriated a sufficient sum out of dues income to take care of expenditures already made in connection with the survey work conducted by the Association with respect to religious pictures.

6. The President submitted the report of the foreign managers of the cooperating members recommending the establishment of a foreign department in the Association and the assessment of the members to meet the expenses of such department; a resolution was adopted by the Committee approving the report of the foreign managers with respect to the organization of such foreign department and referring to the Finance Committee of the Board the matter of determining the basis upon which the necessary assessment shall allocated, the recommendation of the Finance Committee to be subsequently approved by the Board.

7. A report was made as to the collection of the assessment for meeting the expense of Special Protective Work and the Committee unanimously appropriated the amount so collected for Special Protective Work.

8. The application of the William S. Hart Company for Class A membership in the Association was presented, together with the Membership Fee, and said application was unanimously approved and the William S. Hart Company was elected to Class A. membership and William S. Hart as the representative of such company was elected to Class C membership.

9. A resolution reciprocating the endorsement given the Association by the Associated Advertising Clubs of the World in the efforts which are being made for the betterment of motion picture advertising was unanimously adopted.

10. The President again urged upon the members the imprinting of the seal of the Association on each picture produced by the members.

11. The President asked that consideration be given to the suggestion of having a pageant of pictures at the Philadelphia Sesquicentennial celebration.

12. Appointment of Messrs A. H. Cochrane and Nicholas M. Schenck on a committee to act with the President with regard to institutional advertising, Mr. Jerome Beatty to be Secretary of such Committee.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt of destination as shown on all messages, is STANDARD TIME.

Received at

SA1ED 55 NL

B65 SEP 11 PM 9 07

LOSANGELES CALIF 11

ALBERT H T RANSHAF

130 WEST 42 ST NEWYORK NY

IN REFERENCE OSBORNE VS GRIFFITH I SUBMITTED THROUGH SPERNLOVE PROPOSITION OF SETTLEMENT STOP UNLESS THIS IS ACCEPTED ADDITIONAL MONEY WILL BE NECESSARY ON ACCOUNT OF COSTS INCURRED IN PUBLISHING SUMMONS AND OTHER COURT COSTS WHICH THUS FAR I HAVE BEEN ABLE TO PREVENT STOP PLEASE ADVISE WHAT MR GRIFFITH INTENDS TO DO STOP KINDEST REGARDS

LOYD WRIGHT.

S1 116A

1476 Broadway,
New York, N. Y.
Sept. 21, 1926.

Mrs. Olive Raymond,
Silver Lake,
Province of Quebec,
Canada.

Dear Olive:

I received your letter from White Fish Lake and was glad to hear from you. I am sorry that you have had that trouble again, but also glad to hear that you are well again. I expect to go up to Canada some time the latter part of November. When I come there I will look you up but I do not think that Florence will come with me as I do not think she will be back from Europe for at least a year or maybe more. She does not like to stay here and is happier when she lives over there.

Wishing you very good health, I remain with best regards to you and Clarence

Your brother-in-law,

JCE/CC

D. W. GRIFFITH - EQUITY AS OF 9/12/35

UNITED STATES - CUBA - CANADA - MEXICO

* Blossoms
Flower
Street
East
Orphans
* Night
Rose
America

* Excluding Mexico
* Excluding Cuba, Mexico

SALES TO 9/12/35

Blossoms	$ 621,382.79
Flower	411,461.84
Street	587,545.18
East	1,869,728.26
Orphans	1,300,619.46
Night	831,708.69
Rose	712,640.39
America	1,093,338.15
	$7,398,125.05
Played & Earned to 9/12/35	7,177,729.22
UNPLAYED BUSINESS	$ 220,395.83
75% of Unplayed Business	$ 165,296.88
Less: Overpaid on Played & Earned	81,514.50
	83,782.38
Less: 2½% on Old Contracts	58,422.52
	25,359.86
Plus: Griffith Foreign Equity	33,705.25
	59,065.11
Advances not charged to Picture Earnings - Griffith Foreign Loan	9,684.55
NET WORLD EQUITY	49,380.56
Less: Griffith Share ROMANCE	12,425.34
Griffith Share Associated	13,065.26
	25,490.60
FINAL NET EQUITY	$ 23,889.96

25000 bal

3 years

1 year of Mon to be paid

The Advances surely will pay out

ROMANCE - EQUITY AS OF 8/29/28

UNITED STATES - CUBA - CANADA - MEXICO

Sales to August 29th, 1928	$865,818.84		
Played & Earned to August 29th, 1928	860,756.34		
UNPLAYED BUSINESS	$ 4,432.50		
75% of Unplayed Business	$ 3,324.38		
BALANCE DUE U. A. C. DOMESTIC		$67,393.97	
Less:			
Producer's Share of Domestic Unplayed Business		3,324.38	
BALANCE DUE U. A. C.		$64,069.59	
Less:			
Foreign Equity		1,942.91	
NET BALANCE DUE U. A. C.		$62,126.68	
D. W. GRIFFITH'S SHARE 1/5			$12,425.34

ASSOCIATED AUTHORS - EQUITY AS OF 9/18/25

	RICHARD	LIEB	WOMER
Sales to 9/18/25	$184,250.58	$118,543.00	$102,365.76
Played & Earned to 9/18/25	159,375.58	102,751.25	86,919.76
Unplayed Business	$ 24,883.00	$ 15,790.75	$ 15,446.00
70% of Unplayed Business	17,417.40	11,053.53	10,812.20
Less: Overpaid on Played & Earned	16,219.84	15,266.35	15,736.96
	$ 1,197.56	$ 4,212.79	$ 4,924.79
Cuba	64.50	65.00	85.00
Mexico	74.93	129.41	216.60
	$ 139.43	$ 196.41	$ 302.60
	$ 1,336.99	$ 4,117.38	$ 4,622.19
Net Domestic Equity		$ 7,402.57	

Balance on Loan per Bank Statements 8/27/25		$72,038.78	
Less: Payment on Principal to 9/16/25		4,530.37	
		$68,508.41	
Plus: Interest on Loan	$8,759.00		
Less: Payments to 9/29/25	7,500.00	1,259.00	
		69,767.41	
Plus overpaid on Played & Earned		7,402.57	
		$ 77,169.98	
Less: Foreign Equity		11,843.69	
		$ 65,326.29	
D. W. Griffith's Share 1/5%			$13,065.26

D. W. [illegible] COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY
[illegible]

These Press Cuttings
CLIPPING PRESS CUTTINGS
SERVICE,
Publicity House,
Aldwych, London, W.C.2.
Advertisements inserted in all Newspapers

WEEKLY DISPATCH,
Clanwilliam House, Clanwilliam Sq., E.C.4.
Cutting from issue dated 15 SEP 1926

The Dickens' Spirit.—D. W. Griffith's strong private passion for Dickens unmistakably filters to the screen in "Sally of the Sawdust," now running at the Empire Theatre, W. This sentimental humorous romance of a girl waif's wanderings with a Micawberish "professor" of the fair ground (delightfully played by W. C. Fields, the juggler-comedian) is thoroughly Dickensian in spirit, though Griffith is guilty of crudities and vulgarities which the great novelist would not have countenanced. Curiously similar, also, is the mentality of the narrow-minded U.S. "hicks" (with whom the two film adventurers come into conflict) to that of Victorian England's self-righteous snobs whom Dickens ridiculed so unmercifully.

ENGLISH PRESS CLIPPINGS FOR "SALLY OF THE SAWDUST"
WERE NOT FILMED. REMAIN AVAILABLE IN COLLECTION.

call up Dr on 7th

1476 Broadway,
New York, N. Y.
September 11, 1920.

Mr. Edwin King,
Famous Players Lasky Corporation,
36th and Thirty Avenue,
Long Island City.

Dear Sir:

Enclosed herewith you will find jury notice for Mr. Griffith for Sept. 20th. Will you kindly take care of the matter of having Mr. Griffith excused from same, and oblige

Yours very truly,

Secretary to Mr. Griffith.

CC/S

Postponed on account of this case was taken up

ATTORNEYS & COUNSELLORS AT LAW
GEORGE F. GARRICK
M. L. MALEVINSKY
ARTHUR T. VANDERBILT
JOSEPH W. MADDOUTH
RICHARD J. MADDEY
ARTHUR G. WALSH
EDWARD C. RAFTERY

MALEVINSKY & VANDERBILT
LAW OFFICES
TIMES SQUARE
NEW YORK CITY

IN RE

September 15th, 1920.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Bert:

Some weeks ago I wrote you relative to a retainer in the suit of Mr. Griffith's corporation against Al Jolson.

As yet I have received no reply. I am leaving for California Saturday and would like to make some disposition of this matter prior to that time.

As ever,

Sincerely yours,

DFOB:WG

PHONE LONGACRE 5600 CABLE ADDRESS "EDFILMCORP"

EDUCATIONAL FILM EXCHANGES, INC.

The largest distributors of quality short subjects

Executive Offices
Penn Terminal Building
330 Seventh Avenue

OFFICE OF THE PRESIDENT

NEW YORK, September 15, 1926.

Personal Business.

Mr. Albert L. Gray,
c/o D. W. Griffith, Inc.,
1476 Broadway, City.

Dear Mr. Gray:

Subject: "HIS DARKEST HOUR."

Referring to our conversation regarding the Lloyd Hamilton Picture entitled "HIS DARKEST HOUR."

It is our understanding that this picture has had very little circulation, and that you can get for us a list of the theatres in which this picture has played. Mr. Jack White believes that at a cost of $6500. he can cut this picture and by taking additional shots, etc. and changing the name, make a good two-reel Lloyd Hamilton picture that he thinks will be up to the standard of the present Hamilton releases. If he can do this and it meets our standard, I feel that I can get the Educational Film Exchanges to release the said picture on the following basis:

First- They are to have 40% of the gross for distribution- Educational will advance the cost of prints and approximately $2000. in advertising. Educational retain the entire 100% of gross until 60% reimburses them the above advances.

After that the next 60% of gross is to be retained by the D. W. Griffith, Inc. until it is reimbursed the $6500. that it is to put up in changing the picture. The 60% thereafter received by you is to be divided as follows:

40/65 to D. W. Griffith, Inc.
and 25/65 to E. W. Hammons or his nominee.

At the present time we have a quota on the two-reel Lloyd Hamilton Pictures of $120,000. Should this picture gross that much, theoretically it would work out somewhat as follows, on the supposition that say approximately $6000. was spent for prints and $2000. for advertising:

On the first $13,333.33, 40% to go to Exchanges for distribution
and 60% ($8000.) to go to Educational for reimbursement of the above $8000. advances

Mr. Albert L. Gray September 15, 1936.

On the next $10,888.38, 40% to go to Exchanges and
60% ($6800.) to go to D.W.Griffith,Inc.
to reimburse them for their $6800.advance

The above two totals aggregate $34,166.66. Therefore if the picture did $130,000. there would remain $95,833.34, of which the D.W. Griffith,Inc. would receive 60%, or $57,500., of which amount they would retain 40/65 and turn over to D. W. Harmon,or his nominee, 25/65.

Trusting that this is the information you desire, beg to remain, with kindest regards,

Very truly yours,

E.E.Hammons

EEH:G

BOSTON EVENING TRANSCRIPT, WEDNESDAY, SEPTEMBER 16, 1925

FILMS OF THE WEEK

Excessive Mr. Kraly

CREDIT—save the mark—to whom credit is due. But it was not written in Hollywood, and if the film-producers heed it, their confrères, the distributors and exhibitors do not. Take Miss Constance Talmadge's newest vehicle as an instance. As it begins to reel off at the Washington Street Olympia this week, one learns that Mr. Joseph Schenck (large type) presents Miss Constance (as-good-as-large type) in "Her Sister from Paris" (largest possible type). One further finds that this is to be a "Sidney Franklin Production" (more modest lettering). Thereafter follow minor details, a cast of characters, a prefatory subtitle or two, and an opening sequence both provocative and ingenious. Nowhere in there mention of the author of the piece, of the scenario-writer, or of the camera-man. Yet the science—whoever held them—which received the name of Mr. Hans Kraly omitted mention of the one quite indispensable talent contributing to a most lively and brilliant farce. Mr. Kraly, one may safely surmise, is the guiding spirit behind this delicately preposterous confection. Yet Mr. Kraly, together with a thoroughly competent photographer, goes unsung.

"Her Sister from Paris," briefly summarized, seems to follow an artificial, almost makeshift plot. So it does, perhaps. Most of Mr. Kraly's stories for the screen have been mannered, even mechanical, but to a formalized structure Mr. Kraly has always managed to add diverting and significant decorations. A social melodrama, say by Wilde, reduces itself upon analysis to no more than stagey formula enlivened by sparkling dialogue. In the same way, a social farce by Mr. Kraly may borrow a plot as old as Maenander, and as thumb-marked, only to deck it forth in a brilliant new garb of felicitous, pantomimic invention.

Thus it is the figure of Mr. Kraly himself that one imagines peeping in upon the family squabbles of Miss Constance Talmadge and Mr. Ronald Colman as Viennese author and his petulant wife. One fancies Mr. Kraly chuckling over their separation, smirking maliciously as he introduces that "Sister from Paris," winking slyly as he disguises one sister to resemble perfectly the other, chuckling as he embroils the unwitting author in an affair with his own wife, indulging in hearty laughter as the affair approaches a rather risky climax, and generally lavishing affectionate attentions upon cast and spectators as he draws the curtain over a glimpse of Mr. Colman, in rumpled dinner-coat, once more embracing Miss Talmadge, in filmy negligée.

The younger Miss Talmadge has lingered over-long with the saccharine concoctions of Mr. Emerson and Miss Loos. Originally piquant, they had quite lost their savor of recent years. Her alliance with Mr. Kraly comes at a fortunate time. Aided by Mr. Colman—who, with Mr. Menjou, can say more with a shrug and a flick of an eyebrow than most film-actors with a full-arm gesture—and by Mr. Arthur, an ingenuous and captivating farceur, she has discovered a new manner, some whit more sophisticated than her old. Mr. Franklin has a light hand to direct her, and since he and Mr. Kraly and the comédienne are to continue in partnership, one may expect more than one gay trifle as disarming and inconsequent as "Her Sister from Paris." The prospect is refreshing.

D. W. B.

Enter Mr. Fields

The little thrill which follows the appearance of W. C. Fields on the screen at the State Theater is more than an involuntary shiver of pleasant anticipation, rollicking through one's recollection of the part of Professor Eustace Mcgargle may be. And it is less than a true thrill of discovery, for Mr. Fields, as those who saw "Janice Meredith" will remember, has ventured to make his mark in celluloid before now. Possibly it must be classified as the thrill that comes with expectation abundantly rewarded. "Pop" and "Poppy" were amiable and amusing characters on the musical stage; one had a right to expect them to hold their fascination in the reels. Mr. Fields himself was among the surest and most fertile of pantomimic genius either in America or on the Continent; having made silence eloquent for many seasons, he was bound to find himself at no loss before the camera. So it turns out, for as soon as the flamboyant stock, the lurid waistcoat, the alarming jacket and the jaunty pearl bowler flashed into sight, then Mr. Fields's audience is beneath his thumb, responsive to his least improvisation, ready to enter into the spirit of his buffoonery. Having acted in dumb-show all his life, the comedian is never restive, as stage-folk almost inevitably are, beneath the restrictions of mere shadow-play.

Of course, "Poppy" could not pass through the hands of David Wark Griffith without taking on the stamp of his particular genius. In consequence, "Poppy" is now styled, more sonorously, "Sally of the Sawdust." The moments of pathetic emphasis are become more emphatic. The comedy borders at times on such slapstick as Mr. Griffith introduced into "One Exciting Night." There are sticky interludes depicting with distasteful over-emphasis the pangs of mother-love and the villainy of parental prejudice. There are subtitles and to spare—couched in the equivocal jargon of a decade ago, at what time, it is possible to believe, Mr. Griffith ceased to become an innovator in the films and learned either to retrace steps of his own or to borrow convenient materials from other minds.

Yet Mr. Griffith, as ever, possesses still the knack of getting surprising values out of the actor-folk who work for him. In the present instance he has found himself in making Miss Carol Dempster's portrait of the high-born circus-waif appealing and theatrically effective. There are

Continued on Page Fifteen

FILMS OF THE WEEK

Continued from Page Nine

a wayward grace and an occasional fierce intensity in the likeness of Sally which make it curiously persuasive. With Mr. Fields, the director has exercised a more restricted power. Wisely enough, he has let that ingratiating—and vulgar—knock-about clown have all the comic rope he asks. And the ingratiating—and vulgar—one makes the most of a capital opportunity. The old tricks are as funny—and vulgar—as ever: what with the maligned puppy and the reversible cigar, the convenient walking-stick, the flapping sandwich, the bespattered bowler, and the secluded biscuit. Truly Mr. Fields, as screen-actor, is as funny as ever he seemed before the footlights. One misses only the plaintive note of his kadoola-kadoola.

D. W. B.

Filmed Fantasy

"Beggar on Horseback," save for an hilarious dream-sequence, was not readily amenable stuff for the maker of movies. Despite its easy-running style, its sparkling bits of business, its opportunities for picturesque and grotesque elaborations, it depended in considerable measure upon the power of the spoken word. The sing-song speech, the neatly-allied musical score, the immediate physical presence of Mr. Roland Young were factors in the American pre-

The Waif, the Grifter, and the Big Top

Carol Dempster and William Claude Fields Try Out the Old Army Game for Mr. Griffith's Current Photoplay

"SALLY OF SAWDUST" AT STATE

W. C. Fields Makes His Screen Debut in Griffith Film

A movie triumvirate, D. W. Griffith, producer-director; Carol Dempster, charming little comedienne, and W. C. Fields, the star comedian of the footlights, turns out a mighty amusing picture-play in "Sally of the Sawdust," which opened at Loew's State Theatre yesterday, with Mr. Griffith and Miss Dempster making personal appearances at both afternoon and evening performances.

FIELD'S MOVIE DEBUT

Mr. Fields makes his movie debut in this latest Griffith film and he is as funny on the screen as he is behind the footlights, which is saying everything. He presents some of his familiar tricks, the peanut stand containing Mr. Volstead's pet aversions; the juggling balls, and he has some new stuff, too. His facial expressions are delightful.

Miss Dempster springs a real surprise with her comedy work; her forte has always been the tragic.

The picture is based on "Poppy," the stage play—the story of Professor McGargle, circus fakir, and his little adopted daughter, Sally, who turns out to be the granddaughter of the rich. And Sally wins the rich man's son, who loved her when she was the circus waif.

A surprise attraction yesterday was the appearance of "The Masked Countess," in several song selections. Her "Love Call" was especially effective.

1474 Broadway,
New York, N. Y.
Sept. 18, 1928.

Mr. R. H. Hermans,
370 Seventh Avenue,
New York, N. Y.

Dear Mr. Hermans:

I received your letter of September 15th regarding "His Darker Self", and as I told you over the phone everything in it is O. K. and its contents certainly look very good on paper with the exception of D. W. Griffith, Inc. advancing $6500. I really do not see just how this money can be raised at this time. As far as that goes, of course, that part does not interest you, but on the other hand you naturally have great confidence in Jack White, and Jack White has gone over this situation very carefully, has given it a great deal of thought, and is confident he can make a good picture out of it. If such is the case, if you had to put another picture in place of this one it would cost Educational a great deal more than $14,000 to make same. You firm is, on the other hand, making money out of the 40% distribution charge. Under these conditions I don't feel, and I am sure you will agree with me, that you and your company are taking any chances of not recouping this $14,000. If such were the case it would be foolishness for you to even make the picture. However, I am thoroughly convinced that your first throught in taking up this matter is to help Mrs. Grey and me out of a difficult situation, and secondly, under these pending arrangements there is a chance for you to recoup at least half of your losses, which is worthy of serious consideration.

With all these various angles combined I think that you can stretch a point and handle these advances. I sincerely hope you will do this and get Mr. White to start work on it as quickly as possible.

Trusting you will accept this letter in the spirit in which it is written, and that you will comply with request, I remain

Most sincerely yours,

September 16, 1928.

Mr. Hammons
FS

P. S. You will have to write another letter changing the D. H. Griffith, Inc. advance of $600 to $1000.00, so that I will have this to show to the bankers.

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

149

WILL H. HAYS
PRESIDENT
CHANDLAND SMITH
SECRETARY

OFFICE OF
GARRISON L. HORN
GENERAL ATTORNEY

September 16
1925

Albert H. Banzhaf, Esq.,
D.W. Griffith, Inc.,
130 West 42nd St.,
New York, N.Y.

Dear Mr. Banzhaf:

Enclosed is a copy of the opinion of Judge Rogers in the Connecticut Tax Law case.

Sincerely yours,

Garrison Horn

UNITED STATES DISTRICT COURT

For the District of Connecticut

FOX FILM CORPORATION ,

Plaintiff,

-against-

JOHN H. TRUMBULL,
Governor of the State of
Connecticut, et al.,
Defendants.

AMERICAN FEATURE FILM COMPANY, INC.,
Plaintiff,

-against-
JOHN H. TRUMBULL,
Governor of the State of
Connecticut, et al.,
Defendants.

BEFORE

HENRY WADE ROGERS, Circuit Judge,
and
HENRY W. GODDARD and THOMAS D. THACHER,
District Judges.

Benedict M. Holden,
Cadwalader, Wickersham & Taft,
For Plaintiff,

Benedict M. Holden,
George W. Wickersham,
Edwin P. Grosvenor,
Of Counsel.

Frank E. Healy, Attorney General for the State of
Connecticut,

Shipman & Goodwin,
For Defendants,

Arthur L. Shipman,
Of Counsel

The Federal Motion Picture Council in America, Inc.,
filed a brief as Amicus Curiae.

Rogers, Circuit Judge. This court has been specially constituted in accordance with Section 266 of the Judicial Code of the United States.

That Section makes it necessary when the question is presented whether an injunction shall issue restraining the enforcement of any statute of a State by a State officer upon the ground of the unconstitutionality of the statute, that the question raised shall be determined by a court of three judges of whom at least one shall be a Justice of the Supreme Court or a Judge of the Circuit Court of Appeals.

The Court in this case is asked to enjoin the enforcement of an Act passed by the General Assembly of the State of Connecticut at its last session, upon the ground that it constitutes an unlawful restraint and burden upon interstate commerce, that its enforcement would abridge the privileges and immunities of citizens of the United States, and would deprive plaintiffs of their property without due process of law, and deny to plaintiff the equal protection of the laws; all contrary to the provisions of the Constitution of the United States.

The Act complained of is entitled "An Act Providing for the Imposition of a Tax on Films from which Motion Pictures are to be Exhibited within the State". It was passed by the General Assembly of Connecticut at its biennial session in 1925. It was approved by the Governor on June 24, 1925, and is Chapter 177 of the Laws of 1925. It went into effect on July 1, 1925.

Section 1 of the Act complained of is as follows:

> No person, firm, corporation or other association shall deliver any motion picture film or copy thereof for the purpose of exhibiting in this state any motion picture therefrom without having registered the same and paid the tax thereon as required by the provisions of this act. The amount of such tax

including the fee for registration of each such reel of film or copy thereof of one thousand feet or less, shall be ten dollars, and, for each one hundred feet of film in addition to one thousand feet contained in any reel, fifty cents, which amount shall be paid to the tax commissioner at the time of such registration.

Section 2 provides in part as follows:

> The provisions hereof shall not be construed to require registration or payment of any tax on reels commonly called news reels and which portray current events. On application, to be made on forms to be prescribed and furnished by the commissioner, he may issue permits for the delivery of, to exhibitors without payment of any tax, reels of films from which may be shown pictures of a strictly scientific character and intended for the use of the learned professions, and reels for the exhibition of pictures for the promition of educational, charitable, religious and patriotic purposes and for the instruction of employees by employers of labor. Each such reel shall bear a seal showing that permission for delivery thereof and exhibition of pictures therefrom has been granted by the state, but any permit so granted may be cancelled within the discretion of the commissioner, and, in case of such cancellation, the tax due thereon shall be paid by the exhibitor thereof.*** The Commissioner may require exhibitors to keep such records and render such reports as may be necessary to ascertain whether films from which pictures are or have been exhibited by them respectively have been registered and the tax thereon duly paid. The tax commissioner, by himself or by any person whom he may designate for such purpose, may enter the place of business of any exhibitor of motion pictures for the purpose of ascertaining whether the provisions of this act have been complied with.

And Section 4 provides in part as follows:

> Any person, by himself or as agent or employee of any corporation, company or association, who shall deliver any film or copy thereof in violation of the provisions of this act shall be fined not more than one hundred dollars or imprisoned not more than sixty days or both. Any motion picture operator or exhibitor who shall fail to comply with the regulations of the commissioner authorized by the provisions hereof shall forfeit his license to operate a moving picture machine within this state for a period not exceeding six months. Any motion picture operator who shall exhibit any picture from any film required to be registered as provided herein which has not been so registered and the tax thereon paid shall be fined not more than one hundred dollars or imprisoned not more than thirty days or both. In case of a second conviction of any licensed operator for violation of any provision of this act, the license of such operator shall be suspended for a period not exceeding one year.

The Fox Film Corporation is a New York corporation with its principal place of business in the City of New York. It appears that all the photoplay negative and positive films produced by it are made in the States of New York and California and are copyrighted. None is made in Connecticut. The plaintiff solicits, through its agents in Connecticut, contracts to exhibit its positive films under contracts which are signed in Connecticut and sent to New York for acceptance by plaintiff, and when accepted there, returned to the exhibitor in Connecticut. Films sent for exhibition pursuant to these contracts are forwarded from points outside of the State of Connecticut to the branch office of the plaintiff at New Haven, Connecticut, whence they are delivered to the exhibitor pursuant to such contracts.

The Connecticut Act therein involved prohibits the delivery of a film to the exhibitor who has the contract for the first run until the film has been registered and the tax paid.

The American Feature Film Corporation is a Massachusetts corporation with its principal place of business in the city of Boston. Its business consists in the renting or leasing of photoplays and films from which motion pictures are to be exhibited. These photoplays and films are not produced by the plaintiff. The plaintiff has a contract with Universal Pictures Corporation, a New York corporation, whose principal office is in New York City, under which contract plaintiff has acquired a franchise or right to distribute and lease to exhibitors, owners, or operators of theatres, in certain parts of New England the photoplays produced by the Universal Pictures Corporation.

Positive prints of the photoplays covered by this contract are shipped to the plaintiff at Boston, Mass. by the Universal Pictures Corporation from the points of production or laboratories of the Universal Corporation which points are located outside of the States of New England.

The plaintiff asserts it is also engaged in the business of distributing, renting, and leasing to exhibitors throughout the State of Connecticut motion picture films produced by other than the Universal Pictures Corporation and has been so engaged during the past twelve years. The business so carried on has been conducted in the manner hereinabove described respecting the pictures produced by the Universal Pictures Corporation and leased by the plaintiff to exhibitors in Connecticut east of the Connecticut River. It is and has been the practice of the plaintiff to enter into contracts with exhibitors operating theatres in the State of Connecticut. Salesmen of the plaintiff solicit in Connecticut contracts with the exhibitors there located. After an exhibitor signs a contract for pictures offered by salesmen of the plaintiff the contract is mailed to the office of the plaintiff at Boston, Mass. for approval and signature by an officer of the plaintiff at Boston after which it is mailed from Boston to the exhibitor in Connecticut. In many instances Connecticut exhibitors come to the office of the plaintiff in Boston, see screenings of plaintiff pictures in the Boston office and sign in Boston contracts for the exhibition of pictures in their theatres located in Connecticut. In such cases after signature by the plaintiff the contract may be handed to the exhibitor

in Boston or it may be mailed subsequently to the exhibitor in Connecticut.

Positive prints of the films contracted to be leased as hereinabove described are shipped by the plaintiff by express or parcel post from the office of the plaintiff in Boston, Mass. to the exhibitor at his exhibition address in Connecticut. The contracts of the plaintiff provide that the delivery to any common carrier in due time to be transported to its destination before the showing time and date shall constitute full delivery by the plaintiff. After the exhibition period has been completed by the exhibitor in Connecticut the film is shipped by express or parcel post to the plaintiff at its Boston office. The contract which the plaintiff has with its Connecticut exhibitors provides that the exhibitor shall return the film to the Plaintiff's place of business immediately after the exhibition of the film, by first express.

Plaintiff does not carry any stock of films in the State of Connecticut, either positive or negative films, and has never carried any stock of films at any place in Connecticut. All motion picture films are and have been shipped by the plaintiff as hereinabove described directly from Boston for delivery to exhibitors for the purpose of exhibiting motion pictures therefrom in Connecticut and as above stated immediately after exhibition the motion pictures are and have been returned to the plaintiff at Boston. The foregoing description of the manner in which contracts are negotiated and films are delivered pursuant to such contracts is an accurate description of the manner in which the plaintiff has leased films to exhibitors in Connecticut during the past

twelve years.

The above statement as to the manner in which the American Feature Film Company carries on its business in Connecticut is verified by its Treasurer. The facts as alleged by the plaintiffs are admitted by the defendants with an exception now to be mentioned. The Deputy Tax Commissioner of the State of Connecticut in an affidavit filed on behalf of defendants, and he is one of them, says:

> "Generally speaking, the plaintiff will direct an exhibitor in Connecticut to ship the film after the term of exhibition to another exhibitor within the State in the vicinity, where a like process is gone through".

This is in flat contradiction to the statement of the treasurer of the American Feature Film Company, and we are of the opinion that the treasurer of the company is better informed as to the manner in which the business is conducted than is the Deputy Tax Commissioner of the State. The treasurer of the Company had been connected with the motion picture business for about 12 years, and for the last 7 years had been and still was its treasurer. It may fairly be assumed that he was familiar with the manner in which its business was carried on.

The New York Corporation, the Fox Film Corporation, in its bill states that its contracts with exhibitors in Connecticut are obtained by its salesmen or agents who solicit in that State contracts with exhibitors. After the exhibitor has signed the printed contract in which he agrees to exhibit the copyrighted photoplay at his theatre and to pay the specified rental the contract is forwarded from Connecticut to New York, where if it is approved, it is signed by an officer of the Film Corporation. The contract contains a provision stating that it is an application for a contract only, is not to become binding

until it has been accepted in writing by an officer of the Film Corporation, and notice of acceptance has been sent to the exhibitors by mail or telegraph.

Pursuant to contracts made as above described, plaintiff either ships from New York directly to the exhibitor in the State of Connecticut the positive prints of the photoplays to be exhibited pursuant to said agreements, such shipment being made either by parcel post or express to a branch office of the Film Corporation in the City of New Haven, Connecticut, known as its New Haven exchange, which receives said positive prints from the carrier and makes delivery of the same to the exhibitor, to be exhibited pursuant to the agreement made as aforesaid. In some instances films are delivered at the plaintiff's branch office in New Haven a few days in advance of the date when the same are to be exhibited but all films belonging to plaintiff at any time in its branch office at New Haven are films which are on their way from the Film Corporation's laboratories outside of the State of Connecticut to the exhibitor in Connecticut or are films which have been returned by an exhibitor to the branch office for the purpose of either being returned to the Film Corporation in New York or elsewhere outside the State of Connecticut, or of being delivered by the branch office to another exhibitor.

The complainant's property rights in their films include the right to use and lease them for lawful purposes and the Constitution protects these essential attributes of property. No state can make or enforce any law which shall deprive any person of property without due process

of law. A law which deprives the owner of property of the power to make proper contracts respecting it, and to lease it, is obnoxious and invalid under the Fourteenth Amendment unless the restrictions imposed are such as the State may lawfully impose in the exercise of its police powers. Holden v. Hardy, 169 U.S. 366,391; Terrace v. Thompson 263 U. S. 197, 216, 217.

It is said that the Statute imposes an arbitrary and unjust tax and is therefore illegal. If for the purpose of the argument it be assumed to be illegal, and the illegality of the tax is all that is involved in the case the complainants would have no right to invoke the equitable jurisdiction of this court. If the tax is invalid they would have a complete and ample remedy at law. They might pay the amount of the tax under protest and at once sue for and recover it back in an action at law. An injunction bill cannot be maintained in equity to restrain the collection of a tax on the sole ground of its illegality. It must present a case which falls within some recognized head of the equity jurisdiction. This was decided as early as the days of Chancellor Kent in Mooers v. Smedley 6 Johns. Ch. 28. And, as was said in Hannewinkle v. Georgetown, 15 Wall. 548 "it has been so held from that time onward." And see Union Pacific Railway Co. v. Cheyenne 113 U. S. 516, 525; Shelton v. Platt 139 U.S. 591, 598; Ogden City v. Armstrong 168 U. S. 224, 237; Youngblood v. Sexton 32 Mich. 406. In Cooley on Taxation (3rd Ed.) vol. 2, p. 1415, it is said that "When a tax as assessed is only a personal charge against the party taxed, or against his personal property, it is difficult in most cases to suggest any ground of equitable jurisdiction. Presumptively the

remedy at law is adequate."

But thatis not all there is in this case, inasmuch as it is provided in Section 4 that any person who delivers any film or copy thereof in violation of the provisions of the Act "shall be fined not more than one hundred dollars or imprisoned not more than sixty days or both." As a general rule a court of chancery has now power to restrain criminal proceedings, unless they are instituted by a party to a suit already pending before it, and to try the same right that is in issue there. In re Sawyer 124 U.S. 200. If one is proceeded against criminally under a void statute he can of course show its invalidity in the criminal suit. It is, however, settled that where one is deprived of his right to sell, or lease or otherwise use his property, under an Act which imposes as a penalty for its violation punishment by fine or imprisonment one is not obligated to take the risk of prosecution, fine and imprisonment in order to secure an adjudication of his rights. He may obtain relief by injunction if the law complained of is shown to be void. Terrace v. Thompson, 263, U.S. 197, 216; Packard v. Banton, 264 U.S. 140, 143.

The question whether a law which exacts money from one conducting a business is enacted in the exercise of the taxing power of the State or of the police power does not depend upon whether it is called a "tax" or a license fee. It depends upon whether the primary purpose is to raise revenue or to regulate an industry. If the primary purpose is regulation it is enacted under the police power, whether it is called a license or a tax. A "tax" may be imposed to discourage or to regulate a business and when so imposed it involves an exercise of the police power. In Cooley on Taxation (3rd ed.) vol. 2 p. 1127 it is said:

> "If, by the common understanding and general custom of the country, a particular duty is regarded as being imposed upon certain individuals, not as their proportionate share in the burdens of government, but because of some special relation to property peculiarly located, or to business peculiarly troublesome or dangerous, so that a requirement that the duty shall be performed by such individuals is usually regarded as only in the nature of regulation of relative obligations and duties through the neighborhood or the municipality, there is no sufficient reason why this may not be considered a mere police regulation, though the proceedings assume the form of taxation, and are even designated by that name."

It is not a valid objection that a law enacted in the exercise of the police power imposes a tax for revenue. That it fulfills two functions - - that of a police regulation and that of raising revenue -- makes it none the less legal. The business is more easily regulated where a license is imposed upon those who conduct it. Gundling v. Chicago, 177 U.S. 183, 188; Bradley v. Richmond, 227 U.S. 477, 480, 481.

In general it may be said that each State may determine for itself in the exercise of its police power regulations respecting the carrying on of a lawful trade or business or occupation within its boundaries and "unless the regulations

are so utterly unreasonable and extravagant in their nature and purpose that the property and personal rights of the citizen are unnecessarily, and in a manner wholly arbitrary, interfered with or destroyed without due process of law, they do not extend beyond the power of the State to pass, and they form no subject for Federal interference." Gunsling v. Chicago, supra.

The question here raised is a serious and important one. The motion picture industry is understood to be one of the most highly organized and best financed industries in the United States. The motion picture business is of recent origin and its capacity for good, as well as for evil, is immense. It is an instrument of education, and the public welfare demands that it shall be kept clean and its influence tend to promote what is good and not what is evil. It may be an inestimable asset for human improvement or deterioration as the case may be. This has led certain States, in the exercise of the Police Power, to legislate on this subject by passing laws to control or supervise the exhibition of moving pictures. New, York, Pennsylvania, Ohio, Maryland, Kansas, Florida, Virginia and Connecticut have passed statutes with this end in view. The power is inherent in the State governments, within constitutional limits to legislate to promote the order, safety, health, morals and general welfare of society. It is an attribute of sovereignty, and corresponds to the right of self-preservation in the individual. The power is so essential to government that it cannot be abdicated or bargained away, being inalienable even by express grant and all contract and property rights are held subject to its fair exercise. Atlantic Coast Line v. Goldsboro, 232, U.S. 548, 558. It is settled that "the police power embraces regulations designed to promote the public convenience or the general welfare and prosperity, as well as those in the interest

of the public health, morals or safety." Chicago & Alton R.R. v. Tranbarger 238 U.S. 67,77. It is an application of the maxim sic utere tuo ut alienum non laedas. And to some extent it rests upon the maxim salus populi suprema lex. Litchfield v. Pond 186 N.Y. 66.

And the Supreme Court in Barbier v. Connolly 113 U.S. 27, 31 held that theFourteenth Amendment of the Constitution in declaring that no State "shall deprive any person of life, liberty or property without due process of law did not impair the police power of the states. The Court said: "But neither the amendment - broad and comprehensive as it is - nor any other amendment, was designed to interfere with the power of the State, sometimes termed its police power, to prescribe regulations to promote the health, peace morals, education and good order of the people * * * ."

There is no doubt that the police power of a State extends to the protection of the public morals by regulating or preventing such acts, practices, and occupations as are immoral or indecent or which have a tendency to promote immorality or indecency. In Cooley's Constitutional Limitations that eminent jurist stated the law as follows:

> "The State has also a right to determine what employments shall be permitted,and to forbit those which are deemed prejudicial to the public good. Under this right it forbids the keeping of gambling houses, and other places where games of chance or skill are played for money, the keeping for sale of indecent books and pictures, the keeping of houses of prostitution and the resort thereto, and in some States the sale of intoxicating drinks as a beverage. These

> several kinds of business have a tendency which is injurious and demoralizing; and this tendency is recognized even in States where they are not forbidden, and they are subjected to regulations with a view to reducing their evils to a minimum."

That the Connecticut Statute is enacted in the exercise of the Police Power is made clear by the provisions found in Section 8, hereinbefore set forth, and which authorizes the commissioner to issue permits for the delivery of certain classes of films without the payment of any fee or tax, and which confers power upon him to cancel permits issued for any film which he finds "to be immoral or of a character to offe nd the racial or religious sensibilities of any element of society."

The unconstitutionality of a state law is not of itself ground for equitable relief in the courts of the United States. But it is unquestionable that the jurisdiction of this court can and will be exercised to enjoin the enforcement of a law enacted by the General Assembly of the State of Connecticut in any case in which it appears that the law violates the Constitution of the United States, and its enforcement would work irremediable injuries for which there is no adequate and complete remedy at law. Terrace v. Thompson, 263 U.S. 197.

The right to enjoin State officers from enforcing a State statute, enacted in violation of the Constitution of the United States, was determined a hundred years ago in Osborn v. United States Bank 9 Wheat 738, in an opinion written by Chief Justice Marshall and which ever since has been adhered to. Scott v. Donald, 165, U.S. 58, 67; Missouri, Kansas and Texas Railway Company v. Missouri Railroad & Warehouse Commissioners 183 U.S. TE&TQ. 53, 59.

Whether the Statute complained of does violate the Constitution of the United States is the serious question which the court must determine. And in deciding that question it is to be kept in mind that a statute will be upheld by the courts unless it is clearly shown to be unconstitutional. The statute is regarded as prima facie valid, and the burden to prove the contrary rests on those who challenge its constitutionality. Ex parte Young 209 U.S. 123, 166. "A statute must be construed, if fairly possible, so as to avoid, not only the conclusion that it is unconstitutional but also grave doubts upon that score." United States v. Delaware & Hudson Co., 213 U.S. 366,408; Bratton v. Chandler, 260 U.S. 110-104. And if the statute is susceptible of two interpretations, one of which would render it constitutional and the other unconstitutional, it is the duty of the court to adopt that construction which will uphold its validity This is because of the presumption that the law making body intended to act within and not in excess of its constitutional authority. Plymouth Coal Company v. Commonwealth of Pennslyvania 232 U.S. 531,546; South Utah Mines & Smelters v. Beaver County 262, U.S. 325, 331. It thus appears how particular courts are to sustain the validity of a statute if it is possible to do so. The Federal courts do not consider the constitutionality of a State statute unless the case before the court makes it necessary. Howat v. Kansas 256 U.S. 181.

The business in which the plaintiffs in these two suits are engaged is clearly interstate commerce. That is determined for us by the decision in Binderup v. Pathe Exchange 263, U.S. 291, as well as by the decision of the Circuit Court of Appeals in this Circuit in Fox film Corporation v. Federal Trade Commission, 296 Fed. 353.

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Interstate commerce begins when the articles to be carried are committed to a carrier for transportation to the State of its destination or started on their ultimate passage. Coe v. Errol, 116, U.S. 517. And interstate commerce ceases when the articles have arrived at their destination and are there held for final disposal or use. Brown, v. Houston, 114 U.S. 622,632. And it has been held that property is at its destination when it reaches a place where it is held, not in necessary delay or accommodation to the means of transportation but for the business purposes and profit of its owners. It has been held then to be under the protection of the laws of the State and subject to the taxing and police power of the State. General Oil Co. v. Crain 209 U.S. 211; American Steel & Wire Co. v. Speed, 192 U.S. 500, 519.

The Constitution gives to Congress the right to regulate commerce between the States. It does not, however, define what the term "commerce" means or includes. But as used it comprehends intercourse for purposes of trade, and includes among other incidents the transportation of commodities from one State into another State. And the general rule is that goods coming into a State from a foreign state are free from State interference so long as they remain in the original unbroken package. May v. New Orleans 169 U.S. 496; Schollenberger v. Pennsylvania 171 U.S. 1. Brown v. Maryland 12 Wheat. 419; Low v. Austin 13 Wall. 29. But the cases show that the analogy between imports and articles in original packages in interstate

commerce in respect to immunity from taxation fails. In Sonneborn Bros. v. Cureton 262 U. S. 506,510 , Chief Justice Taft writing for the Court stated that "The Distinction is that the immunity attached to the import itself before sale, while the immunity in case of an article because of its relation to interstate commerce depends on the question whether the tax challenged regulates or burdens interstate commerce." And the court held that a tax arising from the sale in Texas of oil in the original packages, in which the oil was shipped from New York, was not illegal as constituting a burden on interstate commerce. "The interstate transportation was at an end, and whether in the original packages or not, a state tax upon the oil as property or upon its sale in the State, if the State law levied the same tax on all oil or all sales of it, without regard to origin, would be neither a regulation nor a burden of the interstate commerce of which this oil had been the subject."

In Brown v. Maryland 12 Wheat. 419, the Supreme Court in 1827, held that a State license tax on sales by importers was invalid as a duty on imports, as the privilege of sale in the original package was essential to the right of import. The plaintiffs-in-error had been indicted for selling without a license articles imported from abroad. The Court of Appeals sustained the judgment of the court below. In reversing the judgment Chief Justice Marshall, speaking for the Court, held that the statute was repugnant to the constitutional prohibition on the States to lay a duty on imports and to that which declared that Congress shall have powers to

regulate commerce with foreign states. "There is no difference", he said "in effect, between a power to prohibit the sale of an article, and a power to prohibit its introduction into the country; the one would be a necessary consequence of the other. No goods would be imported, if none could be sold." And further on in his opinion he said: "But while we admit * * that there must be a point of time when the prohibition ceases, and the power of the State to tax commences; we cannot admit, that this point of time is the instant that the articles enter the country." Again he says: "Sale is the object to importation, and is an essential ingredient of that intercourse, of which importation constitutes a part. It is as essential an ingredient as indispensable to the existence of the entire thing, then, as importation itself. It must be considered as a component part of the power to regulate commerce." In the conclusion of his opinion he said: "It may be proper to add that we suppose the principles laid down in this case, to apply equally to importation for a sister state. We do not mean to give any opinion on a tax discriminating between foreign and domestic articles."

Notwithstanding the Chief Justice's opinion that the principles laid down in that case applied equally to importations from foreign countries and those coming from a State, the Supreme Court in subsequent decisions has departed therefrom.

In Pierce v. New Hampshire 5 How. 504 decided in 1847 the court had before it the validity of a New Hampshire statute which made it an indictable offense to sell spiritous liquors within the State without a license. The defendants had brought into the State from Massachusetts a barrel of gin and sold it in New Hampshire in the same barrel and in the same condition in which it was purchased in Massachusetts. The sale in New Hampshire was made without a license. The trial court had

instructed the jury that while the State of New Hampshire could not regulate commerce between that State and other States, nor prohibit the introduction of articles from another State nor prohibit the sale of them, it might pass health and police laws which would to a certain extent affect commerce between the states, and that the New Hampshire statute was a regulation of that character, and constitutional. The Supreme Court affirmed the case, and chief Justice Taney, in his separate opinion, said:

> "Upon the whole, therefore, the law of New Hampshire is, in my judgment, a valid one. For although the gin sold was an import from another state, and congress have clearly the power to regulate such importations, under the grant of power to regulate commerce among the several states, yet, as Congress has made no regulation on the subject, the traffic in the article may be lawfully regulated by the state as soon as it is landed in its territory, and a tax imposed upon it, or a license required, or the sale altogether prohibited, according to the policy which the state may suppose to be its interest or duty to pursue."

Pierce v. New Hampshire was overruled in Leisy v. Hardin hereinafter referred to.

In Woodruff v. Parham 8 Wall. 123, in 1868, Mr. Justice Miller writing for the court commenting upon the remark of Chief Justice Marshall in Brown v. Maryland, supra, to the effect that the principles laid down in that case applied equally to importations from a sister state refers to it as a "casual remark" which can only be received as an "intimation" of what the court might decide if the case ever came before it. And in the Woodruff case the Court proceeded to decide the proposition exactly contrary to Marshall's "intimation." The question involved was whether an ordinance of the City of Mobile which imposed a tax upon sales at auction was valid insofar as it applied to sales of goods brought into the State of Alabama from other States where the goods were in the original and unbroken packages. The ordinance imposed the same tax on goods sold at auction whether or not the goods were brought into the State from another State

of wage produced in the State of Alabama. The validity of the ordinance was upheld, and the court said:

> " The case before us is a simple tax on sales of merchandise, imposed alike upon all sales made in Mobile, whether the sales be made by a citizen of Alabama or of another State, and whether the goods sold are the produce of that State or some other. There is no attempt to discriminate injuriously against the products of other States or the rights of their citizens, and the case is not, therefore, an attempt to foster commerce among the States, or to deprive the citizens of other States of any privilege or immunity possessed by citizens of Alabama. But a law having such operation would, in our opinion, be an infringement of the provisions of the Constitution which relate to these subjects, and therefore void."

In 1890 in Leisy v. Hardin, 135 U.S. 100, and in Lyng v. Michigan, 135 U.S. 161, in opinions written by Chief Justice Fuller it was held that a law of a State which forbade sales of merchandise brought into the State from another State and subjected it to forfeiture, was invalid because freedom to sell was part of interstate commerce and interference with such freedom was an obstruction and would be so regarded as long as the merchandise was unsold and in an original package. And in Sonneborn Bros. v. Cureton, supra, the Court commenting on the above cases pointed out the radical difference between state legislation preventing any sale at all, and a provision for an occupation tax applicable to all sales of such merchandise whether domestic or brought from another state. It was said that the one plainly interfered with or destroyed commerce, while the other merely put the merchandise on an equality with all other merchandise in the State and constituted no real hindrance to introducing the merchandise into the State for sale upon the basis of equal competition .

We are satisfied that the Connecticut Statute is not void as constituting a regulation of interstate commerce within the implied prohibition of the Constitution of the United States. The Statute does not in terms legislate respecting importations into Connecticut of films brought from outside the State. It operates alike on films brought into the State and those produced in the State. It does not prohibit the bringing

into the state of such films or prohibit or regulate the sale of such films. It is concerned only with the public exhibition of moving pictures within the State. Whatever burden or restriction the law imposes is purely incidental insofar as interstate commerce is concerned.

It is undoubtedly true that a state cannot, under cover of exercising its police power, directly regulate or burden interstate commerce. But a police regulation which has real relation to he proper protection of the people and is reasonable in its terms and does not conflict with legislation enacted by Congress pursuant to its constitutional authority, is not to be held unconstitutional because it incidentally affects interstate commerce. Savage v. Jones 225, U.S.S 501, 525.

The exercise by the State of the power to regulate moving picture exhibition has be n sustained by the Supreme Court in a number of cases. Mutual Film Corporation v. Ohio Industrial Commission, 236, U.S. 230; Mutual Film Corporation of Missouri v. Hidges, 236, U.S. 238. And no case has been called to our attention in which such legislation has been held invalid by any court of last resort.

It is argued that the Connecticut statute is void because it constitutes an unlawful restraint upon interstate commerce. A state is without power to regulate, prohibit or burden interstate commerce. It can no more interfere with commerce which is interstate than it can with that which is foreign. Railroad Co. v. Husen 95 U.S. 465& 469, In Rosenberger v. Pacific Express Co. 241 U.S. 48, 50 Chief Justice White said that it is settled "and too elementary to require anything but statement that speaking generally the States are without power to directly burden interstate commerce and that commodities moving in such commerce only become subject tothe control of the State or to the power on their part to directly burden after the termination of interstate movement, that is, after the arrival and delivery of

the commodities and their sale in the original packages ***."

But it is also settled that to bring the case within the rule above stated the interference with interstate commerce must be direct and substantial and not merely incidental. An illustration of this is found in Hendrick v.Maryland 235 U.S. 610. The court had before it the Motor Vehicle Law of the State of Maryland, which it was alleged constituted an illegal attempt to regulate interstate commerce, passing through States of the Union in automobiles, being an act of interstate commerce. The Statute prescribed certain regulations governing the operation of automobiles by non-residents of Maryland over the highways of that State. The movement of motor vehicles over highways being attended by constant and serious dangers to the public was regarded as a proper subject of police regulation by the State. And a reasonable license fee on motor vehicles used in interstate commerce was held not to constitute such a direct and material burden on commerce as invalidated the Statute. "This," said Mr. Justice McReynolds, "is but an exercise of the police power uniformly recognized as belonging to the States and essential to the preservation of the health, safety and comfort of their citizens; and it does not constitute a direct and material burden on interstate commerce. The reasonableness of the State's action is always subject to inquiry insofar as it affects interstate commerce, and in that regard it is likewise subordinate to the will of Congress."

In Mutual Film Corporation v. Industrial Commission of Ohio, 215 Fed. 138, the District Court for the Southern District of Ohio, consisting of one Circuit Judge and Two District Judges, had before it the constitutionality of the Ohio Statute regulating the public exhibition of motion pictures. It

provided for a board of censors of motion picture films and prohibited the exhibition of such picture films without the approval of the board. It required all films to be submitted to the board "before they shall be delivered to the exhibitor for exhibition," and that "The Board shall charge a fee of one dollar for each reel of film to be censored which does not exceed one thousand lineal feet ***." The court upheld the constitutionality of the Act respecting the objection that it violated the commerce clause of the Constitution of the United States and said:

> "It is claimed that the statute violates the commerce clause. Substantially all the films supplied by complainants are manufactured outside the State of Ohio. The films are brought into the State in shipping packages containing one or more tin boxes in each of which is a film wrapped on a core. When the packages reach their destination in the state, they are opened and the films taken off the shipping cores and put on reels, and then placed in the stock of an exchange. The reels are then distributed among the exhibitors and passed from one to another for purposes of public exhibition. Some of these films circulate wholly within Ohio until worn out, while some remain there only for brief periods. It is to the films so placed on reels that the statute applies. The statute in terms limits the duty of the board of censors to examination of 'all motion picture films to be publicly exhibited and displayed in the State of Ohio.' They must be submitted to the board before they are delivered to exhibitors for exhibition, and the fees charged are fixed by uniform rates according to the length of 'each reel of film.' Section 3 of the Act, supra. We are therefore not concerned with shipping packages which pass into and out of the State in their original form. It cannot be said that the act imposes any sort of burden upon the original shipping packages; for, when the packages are broken and their contents placed upon reels, the films have lost their distinctive character as articles of interstate commerce. May v. New Orleans 178 U.S. 496,508, 20 Sup. Ct. 976.*** Above all, the films that are open to action of the board are subject to uniform treatment and charge, no matter in which state they originated or who may own or supply or use them in Ohio and whether such persons be resident therein or not. It is in vain then to urge that the statute violates the commerce clause."

The case went to the Supreme Court of the United States where it was affirmed in 236 U.S. 230. That court said:

The censorship, therefore, is only of films intended for exhibition in Ohio, and we can immediately put to one side the contention that it imposes a burden on interstate commerce. It is true that according to the allegations of the bill some of the films of complainant are shipped from Detroit, Michigan, but they are distributed to exhibitors, purchasers, renters and lessors in Ohio, for exhibition in Ohio, and this determines the application of the statute. In other words, it is only films which are 'to be publicly exhibited and displayed in the State of Ohio' which are required to be examined and censored. It would be straining the doctrine of original packages to say that the films retain that form and composition even when unrolling and exhibiting to audiences, or, being ready for renting for the purpose of exhibition within the state, could not be disclosed to the state officers. If this be so, whatever the power of the State to prevent the exhibition of films not approved - and for the purpose of this contention we must assume the power is otherwise plenary - films brought from another state, and only because so brought, would be exempt from the power, the films made in the State would be subject to it. There must be some time when the films are subject to the law of the State, and necessarily when they are in the hands of the exchanges ready to be rented to exhibitors or have passed to the latter, they are in consumption, and mingled as much as from their nature they can be with other property of the State.

> It is true that the statute requires them to be submitted to the board before they are delivered to the exhibitor, but we have seen that the films are shipped to 'exchanges' and by them rented to exhibitors, and the 'exchanges' are described as 'nothing more or less than circulating libraries or clearing houses.' And one film 'serves in many theatres from day to day until it is worn out.'"

In the instant case films are shipped from Massachusetts and New York into Connecticut to exhibitors in that State and after the expiration of the exhibition period agreed upon are shipped back to the exhibitor, by express or parcel post, to Boston or New York as the case may be. And if the Ohio Statute did not constitute a restraint on interstate commerce it is difficult to maintain that the Connecticut Statute is void on the same ground that was unsuccessfully urged upon the Court in the Ohio cases.

In Robbins vs. Shelby County Taxing District, 120 U.S. 489,493, Mr. Justice Bradley discussing commerce between the States said:

> It is also an established principle, as already indicated, that the only way in which commerce between the states can be legitimately affected by state laws, is when, by virtue of its police power, and its jurisdiction over persons and property within its limits, a state provides for the security of the lives, limbs, and comfort of persons and the protection of property; or when it does those things which may otherwise incidentally affect commerce, such as the establishment and regulation of highways, canals, railroads, wharves, ferries and other commercial facilities; the passage of inspection laws to secure the due quality and measure of products and commodities; the passage of laws to regulate or restrict the sale of articles deemed injurious to the health or morals of the community; the imposition of taxes upon persons residing within the state or belonging toits population, and upon avocations and employments pursued therein, not directly connected with foreign or interstate commerce or with some other employment or business exercised under authority of the Constitution and laws of the United States; and the imposition of taxes upon all property within the state, mingled with and forming part of the great mass of property therein. But in making such internal regulations a state cannot impose taxes upon persons passing through the state, or coming into it merely for a temporary purpose, especially if connected with interstate or foreign commerce; nor can it impose such taxes upon properly imported into the state from abroad, or from another state, and not yet become part of the common mass of property therein; and no discrimination can be made, by any such regulations, adversely to the persons or property of other states; and no regulations can be made directly affecting interstate commerce. Any taxation or regulation of the latter character would be an unauthorized interference with the power given to Congress over the subject."

He added:

> "Interstate commerce cannot be taxed at all, even though the same amount of tax should be laid on domestic commerce, or that which is carried on solely within the State."

The court in that case held that a Tennessee Statute was void which enacted all drummers and all persons not having a regular licensed house of business in the Taxing District

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of Shelby County, offering for sale, or selling goods, wares or merchandise therein by sample, should be required to pay $10 per week or $25 per month for such privilege.

It must be admitted that if Connecticut had exacted a license fee from the agents sent by the plaintiffs into the State to solicit contracts with exhibitors in that State for the exhibition of their photoplays, exaction would be invalid. It would be a direct burden upon interstate commerce which the State clearly could not impose. Ozark Pipe Line Corporation v. Monier 266 U.S. 555; Texas Transport & Terminal Co. v. City of New Orleans 264 U.S. 150,152,153; Rearick v. Pennsylvania, 203 U.S. 507; Stockard v. Morgan 185 U.S. 27; Caldwell v. North Carolina 187 U.S. 622,632. Asher v. Texas 128 U.S. 129. But Connecticut has not attempted any such thing.

Whether the Statute be regarded as a revenue measure, a police regulation or both we regard it as constitutional. It does not prohibit the bringing of moving picture films into Connecticut and it only incidentally affects commerce between the States.

Licenses are used for purposes of taxation, regulation or prohibition. 2 Cooley on Taxation (3rd ed.) 1133. Whether in a particular case they are resorted to in the exercise of the taxing or the police power of the State depends upon the dominant purpose of the legislature in enacting the law. State v. Murphy 90 Conn. 662, 665. In the License Tax Cases, 5 Wall. 462 it is made very clear that a license may be a mere form of imposing a tax. But we think an examination of the Statute herein involved shows that the "Tax" imposed is not an exercise of the taxing power of the State of Connecticut, but is an exercise of the police power of the State.

But we are told that the censorship provisions in the Act go beyond anything as yet upheld by the courts, vest arbitrary and uncontrolled power in the Commissioner and are void under the Fourteenth Amendment of the United States.

Does the Statute invest the Commissioner with arbitrary power? Does it fail to establish a standard by which his duty or discretion is defined? Is his power to revoke registration and to cancel the permit unlimited?

The Act does not require either registration of the film or the payment of a tax in all cases, but only in certain specified cases.

The provision of the Act in Section 2 declare that the Act shall not be construed to require registration or payment of a tax on certain specified reels - reels which portray current events, or those of a strictly scientific character and intended for the use of the learned profession, and reels for the promotion of educational, charitable, religious and patriotic purposes and for the instruction of employees by the employers of labor. On application made to the Commissioner he is to issue permits for the delivery of such films without the payment of any tax. Then it is provided that "any permit so granted may be cancelled within the discretion of the Commissioner, and, in case of such cancellation, the tax due thereon shall be paid by the exhibitor." The meaning of this provision seems perfectly clear. It is that if a permit is issued without the payment of the tax and upon the understanding that the particular film is of the class exempt from the tax and the Commissioner ascertains later that it is not within the exempt class he may cancel the permit and

then the tax due thereon is to be paid by the exhibitor. This does not clothe the Commissioner with arbitrary power. One is clothed with arbitrary power only when the law invests him with power to act according to his own will or pleasure, capriciously, and without adequate determining principle. The Act involved herein does not permit such action but adequately indicates the determining principle by which his action is to be controlled. The use of the words "within the discretion of the Commissioner" do not import absolute and capricious discretion. It is an administrative discretion, and it requires him to satisfy himself that such a state of facts exists that under the Statute a reel is of "strictly scientific character" or is "for the promotion of educational, charitable, religious and patriotic purposes and for the instruction of employees by employers of labor."

In deciding that question he necessarily exercises discretion and judgment. It can be decided in no other way. And in doing so he does not have unlimited license to act irrespective of restraint. He must act in conformity with the intent and provisions of the Statute.

Discretion is defined in the Standard Dictionary as follows:

> "3 . Law. The act or the liberty of deciding according to the principles of justice and one's ideas of what is right and proper under the circumstances without wilfulness or favor."

The discretion given to the Commissioner only relates to the execution of the Act which is complete in all its parts.

The Act is specific as to the kind of reels which must be registered and upon which a tax must be paid. Whether a film belongs or not to the class of films which must be registered and must pay the tax is a question of fact. The function of the Commissioner is limited to determining whether a film comes

within the class that must be registered and must pay the tax. In determining that question he must of course exercise his discretion or his judgment. It would seem that a legislature may consistently with the Federal Constitution delegate to an administrative officer or officers the determination of such a question. Douglas v. Noble 261 U.S. 165; Reetz v. Michigan, 188 U.S. 505. The facts in this case have no analogy to those in Yick Wo v. Hopkins 118 U.S. 356.

In Red C. Oil Manufacturing Company v. Board of Agriculture of North Carolina, 222 U.S. 380, the State of Carolina had passed an act for the inspection of illuminating oils sold or offered for sale in the State. The legislative requirement was that the illuminating oils furnished in the State should be safe, pure and afford a satisfactory light, and it gave to the Board of Agriculture the power to determine what oils measured up to those standards. The Supreme Court sustained the validity of the Act. If that Statute established "a sufficient primary standard" it is difficult to perceive why the Connecticut Statute does not do the same, and why the Tax Commissioner of Connecticut is not legally as competent to determine whether the films measure up to the classification and standards prescribed as was the Board of Agriculture of the State of North Carolina.

If, however, we are mistaken in thinking the above portion of the Act valid, it would not impair the rest of the Act. For the law is well established that any independent provision may be eliminated if that which is left is fully operative as a law, unless it appears from a consideration of the sections that the legislature would not have enacted that which is within independently of that beyond its power. Reagan v. Farmers' Loan & Trust Co. 154, U.S. 362,365. If the above

provision should be held void the remaining provision being valid could stand and be executed. Loeb v. Columbia Township Trustees, 179, U.S. 472, 489. And see El Paso v. Gutierres 215, U.S. 87.

The Act contains one other provision on this subject which must be considered. It states:

> "In the event that any film shall have been registered which the commissioner may find to be immoral or of a character to offend the racial or religious sensibilities of any element of society, he may revoke such registration by notice in writing to any exhibitor, and in case of such revocation the amount of tax paid thereon shall be forfeited to the state."

Under this provision the Commissioner certainly is not clothed with arbitrary power. His authority to revoke exists only if the film is immoral or of a character to offend the "racial or religious sensibilities of any element of society," and not otherwise.

If the commissioner, acting under either provision of Section 2, abuses his discretion and acts in an arbitrary and capricious manner and contrary to the plain intent of the Statute there remains the right to appeal to the courts which exists under the general principles of jurisprudence. As was said in Bradley v. Richmond, 227, U.S. 477,483, "there would, under general principles of jurisprudence, remain the right to judicial review if the result should violate either a right secured under the law of the State or that of the United States."

In our opinion the Statute does not invest the Commissioner with arbitrary power. But if we were of the contrary opinion and thought that the discretion with which the Commissioner is invested under the provision autbrizing the cancellation of permits issued for the exhibition of scientific

educational, charitable, religious and patriotic films did invest him with arbitrary power we do not think the plaintiffs herein are in a position to raise the question in these suits. There is no allegation in the bills that permits have been issued to plaintiff for the exhibition of films of the class above mentioned, which permits the Commissioner has cancelled or is now threatening to cancel in the exercise of the discretion with which he is invested. And there is not even an allegation that plaintiffs have produced or have in their possession films of the class above described and which they desire to bring into the State of Connecticut. As the Plaintiffs do not show that they are in any wise affected by the provision cited the objection raised as to its unconstitutionality is really not before the Court and would not ordinarily now be determined. Chicago Board of Trade v. Olsen 262 U.S. 1, 42. A party who asks the court to declare a statute unconstitutional "must be able to show not only that the Statute is invalid but that he has sustained or is immediately in danger of sustaining some direct injury as the result of its enforcement * * * ." Massachusetts v. Mellow 262, U.S. 447,488. The constitutionality of a statute is usually not determined unless its determination is absolutely necessary to dispose of the merits of the case, and if that part of the statute alleged to be unconstitutional does not affect the rights of the complaining party the question of constitutionality is not decided. Flint v. Stone Tracy Co. 220 U.S. 108,177. The plaintiffs are not in court complaining that they have been injured by the revocation of any registration, or the confiscation of any sum paid for registration, neither is the threat of any such action alleged.

For the reasons stated the prayer of the bill that an injunction issue restraining the defendants from enforcing or attempting to enforce the Statute of Connecticut enacted in 1925 "Providing for the imposition of a tax on films from which Motion Pictures are to be exhibited within the State" is denied in each case and the bills are dismissed.

Personal

Dear uncle D. wrote
Now that the
anxious for you to
back; I feel justifi
that aunt and I
hopes as such news
came out that we
among the actors.

Perhaps this
gets your idea acro
that to like seeing
it is just that he w
ful as the "Little Col
Birth of a Nation, t
to love him, and
looking in vain to
as he was then.

Movie Chatterbox

Henry B. Walthall, though one of the greatest of screen actors, is leading a slow death knell on the road to oblivion. His talent, which now in this movie merry-go-round are capable of cropping, is being wasted on the altar of cinema hodge-podge.

A Griffith should reach down into the celluloid slime which has enveloped this splendid actor and raise him to a celestial shove the marionette back to a station above the see-appealing sheiks and flapperish dames who cavort to the click of thousands per week.

Walthall, portraying the role of the heroic 'Little Colonel' in D. W. Griffith's "Birth of a Nation," won the hearts of a nation eight years ago as no actor has done since or before.

Born of the south on a farm near Birmingham, Alabama, Walthall is of the aristocratic school. He bears the distinction of being a gentleman. In his youth he worked on his father's farm. At night, when the plow was still in the furrow, he pored over Blackstone's Commentaries. Drab routine of law irked. So he left home in 1907 and went to New York. Few things on the stage, then followed the beginning of his screen career under the tutelage of the master of them all, D. W. Griffith.

Walthall would like to make another picture with Griffith.

It has been eight years since Walthall worked for Mr. Griffith.

Griffith is imbued of an eccentric determination. It seems that once his puppets desert his film fold, never are they allowed to come home again.

I believe it would be a boom to you if you would give back to the public the Henry Walthal

Personal

Santa Ana, Calif.
Sept. 17, 1920.

Dear uncle David:

Now that the public is anxious for you to take Walthal back, I feel justified in saying that Auntie and I have been in hopes as each new picture of yours came out that we would see him among the actors.

Perhaps this is because he gets your idea across so beautifully that it's like seeing you. Or maybe it is just that he was so wonderful as the "Little Colonel," in your Birth of a Nation, that we learned to love him, and so have been looking in vain to see him again as he was then.

I believe it would be a boom to you if you would give back to the public the Henry Walthal

for is he not your child? Apparently he is, and he needs your help just as surely as you needed a mother through certain stages in your life. So if you can find a place for him, I feel certain the reward will be even greater for you than for him.

Of course this is presumptious for me to tell you my opinion, and yet you are always so eager to listen to suggestions that I have written freely, feeling that many others may feel as I do on this subject, so it may be worth consideration.

If not you will know that we still love and think of you often. We do not write for we know you are too busy to be bothered.

But let me thank you for my monthly check. It does

that you to be thoroughly honest and admire. Since he has fallen so low our his standard and seems unable to get back, don't you see the public would naturally feel indebted to you for his restoration, should you decide to help him?

In doing this you would prove your self master again, and besides you would prove to the world what a big, fine, generous heart you really have. The man who forgives a trespass is greater than he who will punish a transgressor, — and I do not believe that this slipping is right in saying that you are induced with an eccentric determination to close your home to deserters!

I feel certain that if you had a place for Walthal you would be too big not to take him back,

a world of good. Without it life would be really tragic, with it life is joy and a pleasure. Because of your generosity three of us have a comfortable happy home, — without it I shudder to think what might be. Were I strong enough to work perhaps we would not appreciate your help so much, and yet I live in hopes that soon I will be working and I will too, one of these days!

Auntie sanctions this letter and joins me in love,

Ruth

P. S.

Walthal may drink and do everything detrimental to his success, but if any one can make him stop you can! Apparently he realizes his mistake so he may do better now. You are stronger than he. You made him once you can do it again. ~~This will be the necessary~~ now.

Box 193
Grafton, Mass. Sept 17,25

Mr. David W. Griffith,
1476 Broadway, N.Y.City.

Dear Sir:

Sept first, I forwarded a registered letter to you and enclosed an essay entitled "SLANDER" and a short story entitled "THE TEMPTRESS"- not hearing of their safe arrival, I am beginning to feel a little anxious as to their where abouts, as Slander is a strong article, and when I submitted it to you I thought that it might be converted into a play, as also could the TEMPTRESS. If they did not meet with your approbation, I asked to have them returned, as I must earn my living through the medium of the pen.

I have devoted fifteen years to research work in the Bible, and have extracted, and classified, the life of the jews, and have entitled it "THE JEWS"It contains their whole life in Egypt, their life and sufferings in captivity under the Egyptians, their deliverence &etc.

I am enclosing you a few extracts from my work. Their history is most interesting, and I am wondering if it would not be a success upon the screen, the same as THE LIFE OF CHRIST, one always feels uplifted after seeing something sacred, and the JEWS were and are Gods chosen people. Not because they were more in number than any people; for they were the fewest of all people, but because he loved them, and because of His oath to Abraham. It would make a long picture ; and it would prove to everyone that the JEWS have always been the chosen of the Lord; and that His promises are true, and who that are normal can doubt His word, yet there are many who do.

Are not the jews , the persecuted ones, being returned to the new Jerusalem, and coming into their own, as foretold by our Lord ?- most assuredly, yes. And I am thankful for them.

I have in my posession some pictures in rich coloring that belonged to my mother, taken from famous Bible paintings, about One hundred and twenty, from the old Bible, and the same number from the new Testament. If you, or anyone else desired to screen my work, I would gladly loan them, as they would be a great help to the director and the costumer.

Also I have many of the "Miricle's" written out, but in pencil only, as are THE JEWS. But if anyone wants either of them I would quickly type them, but there must be some incentive before I do so much work.

I have other completed work which is type written,entitled "WARS" THUS SAITH THE LORD. "THE LORD GOD ALMIGHTY IS UNFAILING MASTER OF ALL WARS DIRECTING OPERATIONS TO DAY THE SAME AS HE DIRECTED MOSES, JOSHUA AND DAVID. God Inspires. Commands Moses to slay for revenge , AMELEK THE TREACHEROUS. WARS EXECRATED. GOD DIRECTING OPERATIONS. DEFEATS FROM GOD.BABYLON. ALLIES. CRUEL WARRIORS FROM THE NORTH COUNTRY.(Germany) ARMS VAIN WITHOUT GOD. SIN THE CAUSE OF WAR.ANNIHILATION THREATHENED. YEARS OF PEACE. THE LORDS COUNCIL REFUSED.FLIGHT AND PURSUIT. FLIGHT IN VAIN.ARMY CHAPLAINS. COLOR OF UNIFORMS. WAR CHARIOTS. IRON WAR CHARIOTS. (TANKS IN USE IN WORLD WAR)BOW ARROW AND SWORD. KIND OF FOOD.(I have CLASSIFIED THEM ALL AND I CAN ASSURE YOU THERE IS SOME WORK IN IT))

There IS NOT ONE THING USED IN OR OUT OF WAR THAT IS NOT FOUND IN THE BIBLE. The above are a few that I have extracted.

You do pictures upon such a stupendous scale, stupendous as are Niagara Falls, that I would like to interest you in my work as I am sure that you would bring out all the salient features to the best advantage. Please let me hear from you at your very earliest convenienc if you are,or are not interested in any of my work, for if you are not I must try elsewhere.

Yours sincerely,

Lillian W. Gilbert.

Fourth Year

LILLIAN NORTON GILBERT

(Formerly of Worcester)

School of Oratory and Dramatic Art.

Will open her Studio October 1st, at her home

"THE BUTTONWOODS"

Address

Oak Street, Grafton, Mass. Sept 17-35

Voice Culture. Grace in Poise, Movement, and Emotional Expression Coaching in Platform, Vocal, and Stage Work.

Pupils brought out in Recitations, Sketches, and Plays, as soon as competent.

Pupils may enter at any time.

Send for Circulars, Terms, etc.

THE JEWS, A FEW EXTRACTS.

And he gathered them together into a place, called in the Hebrew tongue Armageddon. Rev 16-16

Designation.

Now the Lord said unto Abraham, Get thee out of thy country, and from thy kindred, and from thy father's house, unto a land that I will show thee.

And I will make of thee a great nation, and I will bless thee, and make thy name great; and thou shalt be a blessing.
And I will take you to me for a people, and I will be to you a God: and ye shall know that I am the Lord your God, which bringeth you out from under the burdens of the Egyptians.
Now, therefore, if ye will obey my voice indeed, and keep my covenant, then shall ye be a peculiar treasure unto me above all people: for all the earth is mine.

CONFIRMED.

And they shall call them, -THE HOLY PEOPLE. THE REDEEMED OF THE LORD,- and thou shalt be called,- SOUGHT OUT, A CITY NOT FORSAKEN.

At the same time, saith the Lord, will I be the God of all the families of Israel, and they shall be my people.

REASONS WHY.

CANAAN PROMISED. REFLECTIONS ON THE PROMISE. PROMISE CONFIRMED. COMFORT. DIMINUITION. EGYPT. SOJOURNING IN EGYPT. UNPARALLELED SUFFERING THERE. DELIVERENCE PROMISED. MOSES DEMANDS THEIR LIBERTY. PHARAOH'S REFUSAL. HIS CONSENT & ETC**--OUT OF EGYPT. DELIVERENCE WONDERFUL. WILDERNESS. AND DESCRIBED ROUT OF ISRAEL. & etc etc. JOYFUL EXULTATIONS. ULTIMATE CONVERSION OF THE JEWS FORETOLD. "AND I WILL GATHER YOU FROM ALL NATIONS, AND FROM ALL THE PLACES WHITHER I HAVE DRIVEN YOU, SAITH THE LORD; AND I WILL BRING YOU AGAIN INTO THE PLACE WHENCE I CAUSED YOU TO BE CARRIED AWAY CAPTIVE."

AND SO ALL ISRAEL SHALL BE SAVED; AND RETURNED TO JERUSALEM.

Voice Culture, Grace in Poise, Movement, and Emotional Expression. Coaching in Platform, Vocal, and Stage Work.

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"THE BUTTONWOODS"

Address

Oak Street, Grafton, Mass. Sept 1, 1925

Mr. David W. Griffith,
1476 Broadway, New York City.

Dear Sir:

In reply to your letter of Aug 20th, will say that I have copied my Essay on "Slander" and am enclosing same to you.

Will you please do me the honor to read it before passing it to your reader. You will see for yourself that it is very strong; and in my humble opinion it does seem as if it could easily be converted into a play.

The poem gives the cast of character's; Guilt, Malice, Deceit, Discord, Fiends, Young Girl, Elderly Man, Suspicion, -- Then comes Christ denouncing the double tongued. The Apostle's. Work in Pharisee's and the Devil if necessary. I can imagine everyone of these characters in a play and how they should look and what they would do.

"Everywoman" was pictured and the public went daffy over it, then why could not these people (found the world over) be pictured true to life. It would be something entirely different and give a fine moral Biblical lesson.

The short story enclosed, "The Temptress" is quite strong; the lines as written gives the business, thoughts and actions of the different characters. As it is, it is almost a play.

As I wrote you in my previous letter; I condense. I am still at work upon my Melo-drama, which I also mentioned, and when finished it will be strong and full of action from beginning to end.

If you find upon reading my compositions that they are not of interest to you, will you please do me the kindness to return them to me at the end of two weeks.

Begging your indulgence, I am,

Very sincerely,

Lillian N. Gilbert.

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WESTERN UNION CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1201

Number
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Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to

Sept. 19, 1925. 19

To Week End Letter

Lord Beaverbrook Personal
London Express
London England

My last two films presented in England were sad mistakes We all must make them sometime stop Many Many thanks for reception given Sally of Sawdust by London press this time stop Big film about which I wrote is Sorrows of Satan but definite date for production not yet been set stop If have time might write me letter if you think would be wise for me take some of it in England as I would very much like to do stop Kindest regards as ever

D. W. Griffith

Chg D. W. Griffith, Inc.

Minneapolis
Minn

2-19 1921

Dear D. W. Griffith

Dear Sir

I am sending you another play that I think you can use coming by the name

Carl Armstrong University
California

had the play good sent it back but he written wrote to me to return the play but I dont to let him have it if I can get you to put it through

I have seen your work but never any of his

when you returned I say
that I sent you a few day
what kind of plays you
would like I have two
love stories one the lucky
gardener the other the girl
that stayed on the farm
I like to get on your list
hoping to hear you soon

J. F. Green

October 21, 1925.

Mr. J. Luckett,
United Artists Corp.,
Dallas, Texas.

Dear Joe:

With further reference to our conversation while you were in New York, regarding "Judith of Bethulia", at which time you said you could get small prices for the picture, I am writing to ask you to please get busy on same. If you can gross $1000, this will cover the prints and relieve my bankroll considerably.

With kindest regards, I remain

Sincerely yours,

AGG/CC

Post 4/24

PALACE

The Griffith touch is unmistakably perceivable in "Sally of the Sawdust," which had its first Washington run at Loew's Palace theater yesterday. But the picture as a whole is of such marathonian length that, like the circular runner, Pheidippides, it drops dead after lasting victory. Nine thousand two hundred feet of film is devoted to the romantic play of the sawdust and carnival ring, and no circus we have ever seen could possibly survive such sustained and constant footage.

But the Griffith name is bound to draw the crowds. This is a genius which mechanical imperfections and a too nice regard for detail can not dim.

This latest release of United Artists is a comedy-drama, adapted from Dorothy Donnelly's musical comedy "Poppy." Although the name-part is essayed by Miss Carol Dempster, a petite, dark-eyed circus girl, both she and Griffith are overshadowed by the work of a new comedian, W. C. Fields, who gives one of the most mature character delineations ever witnessed on the screen. As Prof. Metiargle, the circus fakir, Fields is perfection, even though he is allowed to extemporize with a number of his old burlesque tricks.

While delightfully effective in a great many of her "sets," especially the courtroom scene, Miss Dempster consistently overacts more of her posturings than any actress we have seen on the screen. It is a certainty that the master director did not personally supervise all of his star's castings. If there had been a little less Dempster and a little more Fields, "Sally of the Sawdust" might have ranked as one of this year's greatest comedies.

Alfred Lunt is heavy and lethargic in his love scenes, and the picture could have done very well without him. Other members of the cast are neither prominent nor important.

The story depicts the life of a small and neglected little wanderer, "mothered" by a circus fakir, but reclaimed by her grandparents before it is too late.

The Literary Digest, Pathe News and a descriptive novelty, "A Day at the Circus" (Lampe), played [illegible]er haphazardly by Tom Gan[illegible] orchestra, completes the bill.

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Misc

The WOOD SCHOOL of BUSINESS EFFICIENCY

COMMERCIAL DEPARTMENTS | SECRETARIAL TRAINING | STENOGRAPHY DEPARTMENTS

FIFTH AVENUE AND 125TH STREET

NEW YORK CITY

SAMUEL J. WOOD, PRESIDENT
TELEPHONE HARLEM 1300

September 22nd, 1925.

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Gentlemen:-

Attention of Mr. Conway.

Thank you for your letter of the 21st.

Will you send me a description of the thirty acres you own adjoining the Flagler property. Also a diagram or map showing the exact location.

Very truly yours,

S. J. Wood.

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MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.

522 FIFTH AVENUE

NEW YORK CITY

WILL H. HAYS
PRESIDENT

September 23, 1925.

TELEPHONE
VANDERBILT 8100

CONFIDENTIAL

FOR INFORMATION OF MEMBERS ONLY

Mr. D. W. Griffith,
c/o Mr. Albert Banzhaf,
130 West 42nd St.,
New York City.

Dear Mr. Griffith:

In line with the purpose to exercise every possible care to the end that only books or plays which are of the right type are used for screen presentation; to avoid the picturization of books or plays which can be produced only after such changes as to leave the producer subject to a charge of deception; to avoid using titles which are indicative of a kind of picture which could not be produced, or by their suggestiveness seek to obtain attendance by deception, a thing equally reprehensible; and further to endeavor "to establish and maintain the highest possible moral and artistic standards of motion picture production", the following communication has been received by this office, indicating the opinion of the members as to what they should do in their efforts to carry out these purposes, since September tenth, on which date we notified all our members that certain books and plays had been rejected for picturization by certain of our members:

From a distributing and producing member advice received today, September 23, 1925, that they have declined to produce "Cruel Fellowship," this rejection being made on September 22, 1925. This is the second member to notify us of such rejection. You were advised under date of June 20, 1925 of the rejection previously received.

With kindest regards, I am

Sincerely yours,

Will H. Hays

hjh

111A

O. ELLERY EDWARDS
ATTORNEY AT LAW
WOOLWORTH BUILDING
233 BROADWAY
NEW YORK

September 23rd, 1925.

D. W. Griffith, Inc.,
Longacre Building,
New York City.

Gentlemen:

I herewith enclose the patent of D. W. Griffith No. 1,554,210 for Methods and Means for Taking Moving Pictures, dated September 22, 1925, which I have this day received from the Patent Office.

Hereafter when using this device, please be sure to mark the same "Patented September 22, 1925".

Very respectfully,

O. Ellery Edwards

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR T. MORSELL
JOSEPH W. MARRAUTH
RICHARD J. MAGGY
ARTHUR G. WALSH
EDWARD C. RAFFERTY

MALEVINSKY & O'BRIEN
LAW OFFICES
TIMES SQUARE
NEW YORK CITY

179

IN RE

September 24, 1925.

Mr. Albert H. Benshaf,
2150 W. 42nd St.,
New York City.

My dear Bert:-

Pursuant to a telegram which I received from Joseph Schenck, on Sunday morning, I did not go to California, because he was coming East, leaving Los Angeles on Tuesday and arriving here Saturday.

If you wish, I will take the matter of the Griffith Jolson Picture up with him here, or you can see him, if youwish,

Very truly yours,

Dennis F. O'Brien

DFO'B
MML/

[redacted]

1476 Broadway
New York
September 24, 1926

First National Bank,
Hamaroneck,
New York.

Gentlemen:

We are enclosing herewith, our deposit payroll account for week ending September 26th.

In acknowledging receipt of this deposit, will you kindly send us a small supply of deposit slips?

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.

X - X

In re matter of affiliation of
DAVID W. GRIFFITH CORPORATION

Reference : AT:S:AF-SM.

X - X

CITY, COUNTY and)
STATE OF NEW YORK) ss.

ALBERT H. T. BANNAF, being duly sworn, deposes and says:

That he resides at 55 Woodbine Avenue, Larchmont, New York; that he is the treasurer of DAVID W. GRIFFITH CORPORATION, the present address of which corporation is 130 West 42nd Street, City and State of New York.

The deponent further says that the said DAVID W. GRIFFITH CORPORATION is not owned or controlled by a parent company, nor is over seventy (70%) per cent of the outstanding voting stock or shares of said Corporation owned by another corporation or company; nor is over seventy (70%) per cent of the total outstanding voting stock of this Corporation and any other corporation owned or controlled by the same interests; that this condition existed at the beginning of the year 1922, and was constant throughout the entire taxable years 1922 and 1923.

Sworn to before me this)
24th day of September, 1925)

FAMOUS PLAYERS-LASKY CORPORATION

Paramount Pictures

485 FIFTH AVENUE
NEW YORK CITY

File

OFFICE OF EDWARD A. BROWN
CASHIER

September 24, 1925.

D. W. Griffith, Inc.,
and
D. W. Griffith,
1476 Broadway,
New York, N. Y.

Gentlemen:

We acknowledge receipt of your letter of September 10, addressed to Mr. Adolph Zukor, requesting that we postpone payments until after January 1, 1926 on the exploitation of "Isn't Life Wonderful".

It is therefore understood that beginning with the week ending January 2, 1926, we are to deduct $1,000 weekly from Mr. Griffith's salary until the total indebtedness of the rent of the Pavillion Theatre in London is liquidated.

Trusting this arrangement is satisfactory to you, we remain,

Yours very truly,

E A Brown

Cashier.

EAB:DH

CLASS OF SERVICE DESIRED	
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Week End Letter	

Cipher should not be used in a message if other than regular service is desired, as the cipher form will be transmitted at full rate.

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March. 25, 1923. 19

To Antonie Ruediger
Mauerstr. 698

Freslau - Germany

My hearty send heartiest congratulations for your eightieth birthday

Chas D. W. Griffith, Inc.

LORD BEAVERBROOK'S OFFICE,
25, ST BRIDE STREET,
LONDON, E.C.4.

26th September 1923.

Dear Griffith

Replying to your telegrams, I have heard from Graham and I intend to see "Sally of the Sawdust" immediately. I am told that it is a wonderful production and is having a tremendous success. I have also heard that the juggler in it named Fields is the greatest film comedian who has been found since Chaplin.

With regard to the "Sorrows of Satan," I am afraid I cannot advise you as I do not know anything about it. If the scene of the book is mostly in England, I should think it would probably worth your while to take part of the picture here.

In any case, I hope you will soon come over here and then we can discuss the subjects of the film world together.

With kindest regards,

Yours sincerely,

Beaverbrook

D.W.Griffith, Esq.

September 28th, 1925.

Producers Security Corporation,
516 Fifth Avenue,
New York,
N. Y.

Gentlemen:

Regarding your distribution of "The County Flapper" for this company, in your last communication to us under date of February 27th, you stated that you were endeavoring to collect certain outstanding sums from exhibitors which were due us. Since that time we have heard nothing from you either in the line of correspondence or film rental reports. The question now is, just what happened to this release, therefore, we are desirous of learning something with reference thereto.

Will you kindly let us know by return mail?

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:1S

September 30th 1925.

Mr. Al Jolson,
c/o 44th Street Theatre,
West 44th Street,
New York City.

Dear Mr. Jolson:

Apropos your confidential statement to the audience last night that you too received fan letters, I cannot refrain from joining the great multitude of your hero-worshippers and take the opportunity, through this medium, to express to you my great appreciation for your splendid performance. I can well appreciate the truth of your statement, that you enjoyed every minute of your work. One who gives the sincere effort that you do to your characterizations must necessarily receive the compensating pleasures which go with the knowledge of work well done.

It is wonderful when you realize the great pleasure you give to your vast theatrical audiences in the hours of fun and laughter night after night, where they come and forget the troubles of life, which, as you sing, are only bubbles, nevertheless potent while they last. I have never heard Mr. Griffith laugh and chuckle so much at any performance, and, believe me, I was a few laps ahead of him. I recall the pleasure of the tears as well, in your rendition of "Troubles Are Only Bubbles" at the end of the first act.

It must be rather tiresome for you to have so much "bunk" and "applesauce" handed to you through the mails, but you deserve it. But don't forget, your audiences are now limited. If you will but do on the screen one-half of what you do on the stage, you will increase your admirers, and, parenthetically, your "bunk" fan mail, by a million fold. You can give the laugh entertainment to the poor kids, not alone throughout this country, but throughout the world, which is now denied them, and which you are now only giving to those who can invest in the highest priced entertainment. This can be done without interfering with your stage career, but in fact I believe would be benefiting it if that be possible. So, do not forget your vast unseen audience that awaits you throughout the world.

Thanking you on behalf of Mr. Griffith and myself for a wonderful evening (doubly wonderful because we did not have to make that high priced investment), I remain

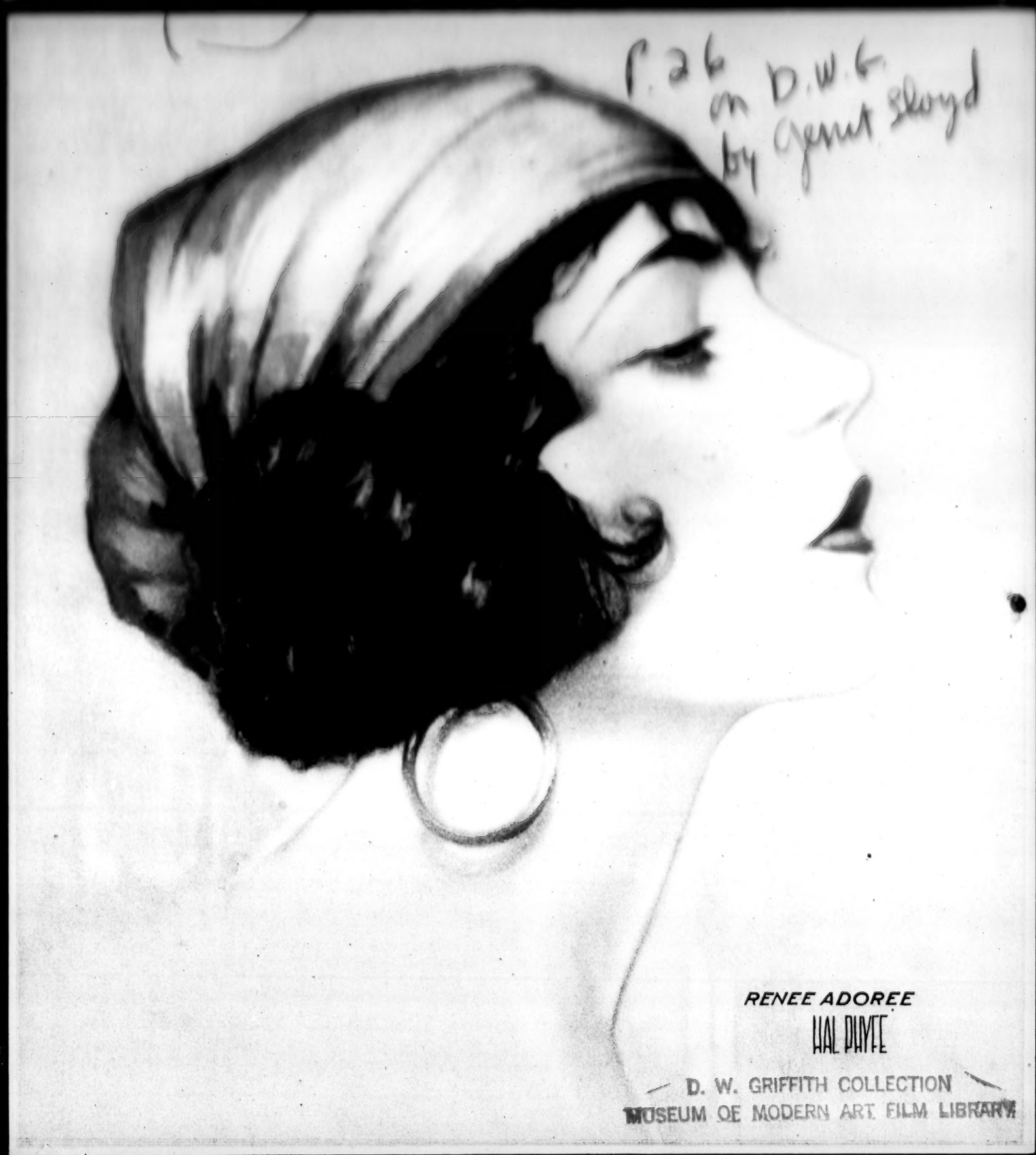
Sincerely yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

P:GDM

PICTURE-PLAY

MAGAZINE



p. 26 on D.W.G. by Janet Sloyd

RENEE ADOREE

HAL PAYNE

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

GREATER MOVIE SEASON NUMBER

What Will Griffith Do Now?

After several years of experience as an independent producer, the great D. W. has joined Famous Players, and this important turning point in his career lends new interest to his future work.

By Gerrit Lloyd

THE Big Bull Elephant of the Films has joined the herd again.

After launching along strange leadings that twisted at times far from the box-office and the minds of man in frivolous mood, the untamed one has returned to the proven pastures.

For Griffith the field is not unlike the big bull elephant. He seems to have an ancient and independent wisdom in piloting his personal career, uninfluenced by the school-book efficiencies of the minute. He scandalizes the newest accountants and shocks the most recent graduates from the efficiency seminaries, he puzzles and bewilders and exasperates those who would train him to roll their own little logs, and carry their own little pet freight.

Great is the roaring and the turmoil when the big bull elephant starts forth alone; the crash of barriers tossed aside, the splash of soft footing where the new way is insecure, the rumble and trumpet of intense bulk of purpose on its way. And when he has gone through, there may be no pretty boulevard all hedged and trimmed behind him, but there is a new way broken for others to come along in ease.

Through this new land of motion pictures they have come: first, Griffith, the Elephant, sagacious, determined and courageous, with the vitality to make a vehicle of his curiosity. Then comes De Mille, the Royal Tiger, graceful, deft and decisive, stalking the public's fancy with infallible thrift, and then shyly, with infallible thrift; and then shyly Ingram, the Deer, agile and speedy, with frail aggressiveness; and Cruze, the Moose, forceful and merry, capering along inviting waterways, pulling forth lily pads of entertainment; and Von Stroheim, the matchless Leopard, fiercely licking blood, and cynically snarling his contempt for the weaker stomachs.

Perhaps no one but Barnum ever felt entirely at ease with a big bull elephant among his assets. And since the individual of yesterday is succeeded by the organization of to-day, probably Famous Players-Lasky has sewed into its vast canopy the mantle of Barnum, and welcomes Griffith back into the pasture again.

Griffith returns this time along a trail paved with mortgages. He is heavy laden with debts, with his services sold for a year to the welfare of his creditors. His savings from all his vast work are shrunk to the boundary posts of a small California ranch, which is yet undecided whether to take up the white man's burden of becoming a toiling lemon ranch, or cling to the ease of a scenic spot primeval.

A grand adventurer, this man, taking his food where he found it, and struggling on alone; but now he is back again with a bench for himself at the biggest dinner table in filmland. Behind him there is the roar of money, louder than the snores of Midas. Before him there is a reservoir of trained talent, eager to serve as a thousand fingers to his able hand.

For let this be remembered: No creative worker in great enterprise ever has worked so alone as has D. W. Griffith. While others of his trade have had splendidly trained staffs at their command, Griffith selected his own stories, generally without sufficient funds to buy other than those rejected by his competitors; he has written the scenarios; cast the stories from talent not considered worthy of contract by the larger companies, except his leading man and woman; financed the costs in grotesque and merciless scrambles with the money lenders; selected his costumes; laid out his sets, chosen his locations, supervised all construction; directed every inch of action in the films; edited it; titled it, and then worked out the presentation as to running time and music for delivery to the exhibitors. Yet he has regularly produced more pictures than any other director making comparable productions.

D. W. Griffith knows the motion picture more thoroughly than any other person. His reputation for extravagance has girdled the gossip of the world, a legend founded on malicious exaggeration. At least twenty directors have spent more actual money on single pictures than Griffith ever dreamed of doing. But his reputation with money is established now, and nothing will ever change it. False it is, and false it can be proven, yet some day you will find it smugly recorded in his epitaph on the tomb of Filmdom.

It began ancient of days, far away when he wished to raise the salary of Mary Pickford from thirty-five dollars to fifty dollars a week. His employers insisted on discharging Mary "because no girl is worth that much in pictures and besides, she has a large, square head that looks too big for her body." The record, however, is that the salary of Mary Pickford was raised and that she continued in motion-picture work with some degree of success.

The suspicion of extravagance was confirmed when "this wasting fool, Griffith," insisted on hiring twenty-five horsemen instead of five in taking the first "long shot" of a line of cavalry. It must be admitted that the reputation rests on a very broad base in the studio census since nearly every player can convince you that Griffith is unscrupulously extravagant because he doesn't hire that particular player, and because he does hire the players he uses; and nearly every director can prove Griffith must be extravagant because he makes good pictures and only the waste of money could account for the difference between Griffith's pictures and their own.

When Griffith began making motion pictures, fifty dollars was the maxium to be spent on a film. Now, five hundred thousand dollars is the minimum for a big special. He spent an average of six hours in making his first films; now he must spend six months.

Though I do not speak with the sensitive accuracy of one who has supplied him with money, I do believe in the presence of more proof than any other person

Much Has Been Written

about D. W. Griffith, but nothing we have ever read about "the big bull elephant" approaches in brilliance or interest this remarkable study of the characteristics of the master of all motion-picture directors.

The author of this article has been closely associated with Mr. Griffith for several years, and this close association has made it possible for him to write with a knowledge and authority that could never be attained by the casual interviewer.

ever has had the opportunity of observing, that D. W. Griffith is the most frugal of all directors; that he gets more into the film for every dollar used than any other director.

In ten years, the only film he has made without raveled finance, is "Way Down East." That work made Lillian Gish and Richard Barthelmess so popular that he immediately lost them to other producers.

The first returns from this picture had to go toward repaying a loan, and this most extravagant of directors began his next picture with exactly seventeen thousand dollars to finance it; although "Way Down East" ultimately earned more than four times its cost.

The picture born with the seventeen-thousand-dollar spoon in its mouth was "Dream Street." With that money, he couldn't well enter into very serious conversation with any stars; so he tagged a most likable young hopeful named Ralph Graves for the leading male part. And Graves gave of his best, even to the premium of reading his Bible before the taking of every scene, to the most talkative disdain of an atheist who was an electrician on the set.

But now there was no money for the rest of the cast, and no scenes could be taken without the presence of the second male part. So this mad waster of wealth, Griffith, solved that by hiring a property boy, raising his wages from thirty-five to fifty dollars a week, and creating for the films a very fine actor indeed—Charles Emmett Mack.

So it went during the lean years while the big bull elephant was away from the herd.

And now he is back standing with expectant feet, where the plot and money meet, in the powerful organization of Famous Players-Lasky; trained as no other director is trained to make big films; experienced in the resources of poverty, and now flooded with wealth in support of his talent; backed by the most perfect organization of its kind in the world.

What will he do now?

Three things he has in the superlative: Imagination, courage, and industry.

When film characters were but far figures distinctively dressed, he conceived the audacity of showing their faces to reveal the emotional progress of the drama, though his camera man quit in protest at such lunacy and the first audiences hissed their reproach for being disturbed by something new. He recognized the fecundity of film language and bred it from a tight little roll of five hundred feet up to a group of twelve reels of one thousand feet each. He sensed that films should be freighted with a nobler treasure than novelty and fun and drama; that the camera could lens the scenery of a nation's soul; and in black and white he photographed the first epic, known wherever there are human eyes, as "The Birth of a Nation." It pictured the voiceless instincts of peoples more vividly than the stripes on a gingham dress. Then he confused and affronted this world which stands dreaming from a balcony and imagines itself thinking from a mountain top, by a comet-thrust of his imagination which reduced itself to the film title, "Intolerance." And he took the welts of as sound a drubbing as ever was given a bull elephant for wandering away from log rolling. It pinched his savings from a six-figure fortune to an I O U. That work frightened picturedom as Rockefeller's fortune frightened a country bank.

A characteristic sketch of D. W. Griffith in action, drawn by K. R. Chamberlain.

With imagination, he has courage. He dared to recognize the blood soldiers ever under arms in the veins of the people white and the people black in watchful feud at a time when every one was saying "Good little black man, good little white man, be nice together, for you are brothers;" but he showed it as a stitch in a nation's heartache and not as box-office bait.

Again he showed a white soldier kissing a black one, in his film, "The Greatest Thing in Life."

He made a Chinaman a hero when all the legends of the theater and films were that a Chinaman must always be a villain. Nor did he do it coweringly; but with such a spring of passion as to irritate an editor into sewing his ideas with a Greenwich Village thimble and devoting a column to rebuking Griffith as a Sadist. Incidentally, that film, a tragedy, called "Broken Blossoms," started a sleek-haired young leading man in comedies into becoming a world-famous actor of authentic talent, known as Richard Barthelmess.

Several directors have made *one* tragedy, and then have gone forever galloping after the black figures in the bank book. Griffith began years ago—even before his film, "Sands o' Dee"—making them again and again; even unto these recent days of his pernicious financial anæmia, when he told of the flat bellies and

"Broken Blossoms" raised Richard Barthelmess from the ranks of conventional leading men to a real stardom.

full hearts of some Germans in "Isn't Life Wonderful?" with the beauty and pride of an artist who was speaking his impressions rather than the dividend-bitten formula: "Bust and leg and silken gown; palatial sets, somewhere a clown; a naughty scheme, a lover's cheat; a knock-out scene, an ending sweet." The big bull elephant was far from the log rolling that time; and he certainly skewered his kosher with the exhibitors.

Courage and imagination he has, and his industry is as plain as a pig's knuckle.

What will he do with them now?

Report is he will make first "The Sorrows of Satan," Marie Corelli's opulent highway of emotionalism along which to crank a camera.*

To estimate the things Griffith will do, one must first know the things that are Griffith.

To the clan that bagpipes through the highlands of picturedom, Griffith is a spiral mystery, up which they gaze with wonder or disdain to behold ever new turnings.

A man of mystery, they call him!

Yet where is there another man, in boots or under tomb, about whom it is so easy to be informed accurately?

Around every celebrity, much is written, largely inaccurate perhaps, as succeeding generations of commentators cynically express. In this regard, Napoleon has been most liberally attended.

But greater than all the books on Napoleon, than the massed volumes discussing Shakespeare; greater even than the page-piled heights discussing Lincoln, is the library about the man Griffith—and one incorrigibly accurate.

In it there are no myths, anecdotes, hearsay, questioned records or chance letters. It is one vast and true revelation of the man's innermost tide of life strokes. Here the man's soul unpockets its whims, beliefs, ambitions, and experiences, its joys, its strengths and its agonies. It is the truest confession ever read; and read by hundreds of millions.

This library is composed of the motion-picture films published under the design "D. W. G.," numbering in all more than a thousand.

The successful productive author may average perhaps thirty novels—a little grove compared to Griffith's forest of expression. A poet may publish one hundred poems, mostly short, and generally rivered along one narrow channel. A painter may hang one hundred canvases, often a single character study in portrait, or a landscape, or a scene to high-light some definite phase of humanity.

Griffith has told his opinions, his understandings and sympathies regarding thousands of characters. Over and over again he has twined the hearts of lovers, from the shy tremors of first love to the flood throws of passion. He has swaggered with the bold and the ambitious; jested with the lofty and sneered with the degenerate; schemed with the connivers and skulked with assassins; bowed in prayer with the humble; grieved with the unfortunate; sung with the happy; wept with the sorrowful; and died with heroes and cowards.

For several years Carol Dempster has represented the Griffith heroine.

Again and again, he has told it all. To the world he has flown aloft the strange banner of a human soul—a soul literally photographed. And all as part of a hard day's work.

All of Griffith is in his pictures. And the films that are of Griffith, are directed by a barefooted boy of LaGrange, Kentucky.

Who is he, this lad who has seized an empire in the world of shadows?

His father was a bold, life-spending Confederate cavalryman, forever hot upon the hazards; always ready for a toss, whatever the risk. He roused to war's pageant, enjoyed its honors, and suffered its penalties. The material rewards were some fifty-four wounds

*Griffith's "Sally of the Sawdust," reviewed elsewhere in this issue, though made at the Famous Players' studio, is not to be counted as beginning the new phase of his career. Since he had given up his own studio it was made at the Famous Players' studio by special arrangement, in order to facilitate Mr. Griffith in concluding his contractual arrangements with United Artists, who will release this production, the last of his independent series.

which incapacitated him for active work; and the ruin of his finances. Colonel Jacob Wark Griffith was Irish and Welsh, and a Southern gentleman. His reputation given me by a stout old Scotchman is that he entertained and drank and danced with a grace and flourish that enslaved the countryside until the season stopped him for their material engagement.

His mother was Scotch of the Scotch, of the family of Oglesby; with the sturdy practicality, vigor, and mystic and poetic ideals of that race. Her daughter says that her mother never stopped working, praying, and dreaming.

There you have Griffith—a romantic warrior locked up in Scotch idealism with the patient, thrifty caution of a Scotch tradesman, and the picturesque gambling audacities of a Welsh-Irish cavalier. The Scotchman looks after his time and work; the Irish-Welshman spends his money.

Destiny punished David W. Griffith with the luxuries of a perfect motion-picture education. Since there were no motion pictures then, the conditions might not be considered luxuries by another standard.

In his father's house were many mansions; such as the mansions of hospitality and good taste in social values that feed the decencies in life. Few were the books in the neighborhood; and the few were the older classics. Every one worked while there was sun. Candles were an important item of expense. So the neighbors would gather in one household to benefit by the expenditure of a single candle.

The elders exercised the privilege of reserving the chairs. The children were on the floor, often thriftily under the table when guests were numerous, as they always were.

Then would the classics be read aloud.

Here was the ideal motion-picture school in session—the imaginative, dreamy boy lying in the dark comfortably on his back, listening to all the great deeds and emotions of man told with the splendor and force of the greatest masters. And the boy pictured them in his dreams, never reducing these immortals in their flights of love, adventure, and strife, to the pinched and squinty confines of inked type.

No matter who the actress may be, the Griffith heroine is much the same type of girl, sister to all those heroines of youthful dreams. She has been portrayed, at different times, by the three players shown here—Carol Dempster, Mae Marsh, and Lillian Gish.

When the elders tired of reading, or the candle appropriated for the night was done, they would talk. With their thoughts still stiff from the saddles of the wars, they talked of battles. And lying in the dark, with the vivid mystery which darkness inspires, there flashed through the imagination of the little boy-director lying there, the deeds of battle, the rush and flare of gun-driven conflict.

For him no mental bruise of reading the schoolbook summary of war by clock in school.

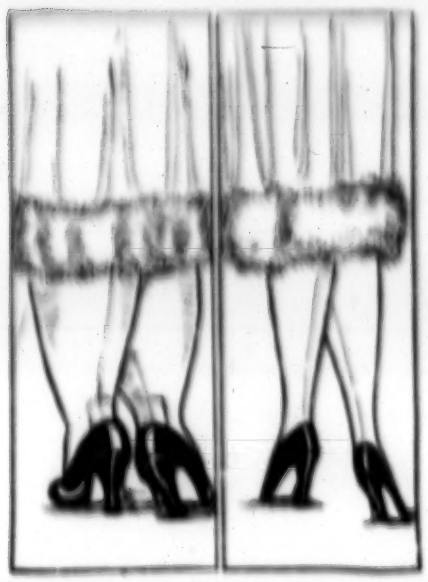
He saw the battles, heard the thunder, and struggled in the hot strife. The belch of cannon were the footlights for his vast stage of dreams. The tale of a troop of weary cavalry onwarding under command grew in his vital dreams to a sky sewn with horsemen thundering with golden banners on to victory.

Wise little director under the table in the dark! Already he had been to the wars.

Then were first given wing the visions that later were caught again in dramatic permanence as part of the film, "The Birth of a Nation." They lived again in "Intolerance," and were revised in "Hearts of the World." The greatest battle scenes ever made have been done by Griffith, and they were created before he was ten years old.

[Continued on page 116]

Slenderize your figure to ideal proportions



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WHY should you turn to diet, exercise or drugs—now that a positive and ABSOLUTELY HARMLESS EXTERNAL way to melt excess fat from any part of the body is offered you? To quickly get ideal slender lines all you need to do is to wash every night from five to ten minutes the parts you wish to reduce with a good lather of DR. FOLTS SOAP.

This soap as soon as applied is absorbed by the tissues and suppresses excessive fat without any possible chance of harming the most delicate skin. It has been found ideal to get rid of double chins because the skin is not left flabby or wrinkled after the reducing—fat men and women are now using this wonderful soap with amazing results—reductions of 15 to 20 inches in hips are of common occurrence every day.

Try it yourself—go to any good drug or department store—get DR. FOLTS SOAP (beware of cheap imitations). If your druggist is out of it he can get it for you from his wholesaler or you can send a check or money order direct to the Scientific Research Laboratories, 1841 Broadway, Dept. 28, N. Y. C. DR. FOLTS SOAP sells for 50c a cake, or 3 for $1.20.

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A Scientific Discovery, harmlessly and painlessly peels off the old skin and removes surface blemishes; tan, discoloration, sunburn, blackheads, whiteheads, large pores, pimples, freckles, etc. Not a clay or cream but a liquid free from acids and mercury. Booklet, "The Magic of a New Skin" sent free in plain sealed envelope.

Youth-Ami Laboratories, Dept.B T, 30 E. 20th St., New York

What Will Griffith Do Now?

Continued from page 38

One night he shuddered to the local story of a drunken negro who had pursued a white girl; and the chilling terror of that night later throbbed in scenes in "The Birth of a Nation" that shook Mae Marsh from freckled girlhood into screen immortality, if such there be.

His sister, Mattie, read and reread for him his favorites, the great love stories of the ages. The dreamy boy in denim, with a conqueror's imagination, feasted upon these treasures of faithful hearts. He pictured these heroines apart from the neighbor girls he knew, something distant, shadowy, sublime, something less than angels, something beyond the flesh.

And when he looked the first time upon the motion-picture screen in later years, he saw there the shadowland in which his dream heroines might live again. Always you find something of this dream girl in every Griffith heroine, the gentle, faithful, ideal of the little boy in Kentucky, who spoke poetry to her as he went through the woods in the twilight bringing home the cows from the pasture.

When an ill-wind comes hissing from the box offices, scolding against sentiment in his heroines, the Scotch that is in Griffith will roll down her silk stockings, wave her hair, indeed style her to the rising ripple of the moment's fad, but she is the same girl—sister to all those heroines of youthful dreams, *Little Nell, Virginia, Marguerite, Ophelia, Ruth,* and all those sweethearts of the masters old. Sometimes she is blonde, and the long-age dreams open like a fan into the screen personality that is Lillian Gish. Again she is dark, and the world knows her as Carol Dempster, vital, buoyant, and fascinating. A strange girl, this Griffith heroine! She is the sweetheart's signal song at twilight, the lover's moon, the evening star, all spun into young womanhood, virgin shy, yet passionate as a puckered mouth, and practical in the progress of mating as a schatchen's guide.

These Griffith heroines have fruited the greatest moments in all screen literature; have made the smug and the callous tremble with sympathy and glow with tears.

And this Griffith heroine is one definite and undeniable influence that changed the standard of womanly beauty in this country from the Oriental preference of opulent bust and matronly hips to the slender stature that is universally a favorite to-day. The exact date of the change in public taste is the time when the Griffith heroine made her first appearance in the films.

The little Kentucky dreamer has done more to erase sensuality from the appearance of the American woman than a hundred years of preaching or a thousand edicts from the fashion makers.

So the things that are Griffith include the imaginative genius of the boy who has never grown up; the deft, perfected skill of a patient and ever-working craftsman, so expert in technique that for sheer deviltry in fingering his magic, he distilled suspense from potatoes; these, and the showmanship of a successful and experienced ruler of audiences, who understands their wayward traits and frank simplicities.

These make up the institution that is Griffith: the force that has become the big bull elephant of the films, now back with the herd again.

What will he do?

Once he wrote a subtitle. It was in "Hearts of the World." It said: "If you can't get what you want, then want what you can get."

The Girl Friend Makes Good

Continued from page 43

York for only the second time? My deepest memory is that of wilting in photographers' studios for hours at a time. It was during that awful heat wave, you'll remember.

"Yes," said Kathleen lugubriously, "I'm afraid my last 'location trip' was rather a bust. But I'm still hoping to be able to get to New York and stay there long enough to see some of it."

Kathleen came into films by way of the oft-trod path of small bits and parts. Then came a big chance in the ill-fated "Rubaiyat," wherein she was cofeatured with Ramon Navarro. After that came featured rôles with Fox, principally in support of the virile Tom Mix—then Metro-Goldwyn-Mayer and "Ben-Hur." She is related in some way or other to Francis Scott Key, who wrote "The Star Spangled Banner"—or was it "America?" On thinking it over, so is F. Scott Fitzgerald. Wonder what relation that makes Kathleen to the papa of flappers? Anyway, the girl friend is making good.

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United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

October 1st
19 35

Mr. A. H. T. Banshaf
130 West 42nd Street
New York City

Dear Mr. Banshaf:

Enclosed you will find assignment, which please have executed, transferring the copyright in the picture, SALLY OF THE SAWDUST, from D. W. Griffith, Inc. to Famous Players-Lasky Corporation.

The change of proprietorship cannot be made for the copyright records without these documents.

By way of explanation, please understand that the writer requested Fulton Brylawski to copyright this subject in the name of Famous Players-Lasky Corporation but he could not do this because the leader in the prints submitted to him from our Washington exchange read:

Copyright D. W. Griffith, Inc.

We have today written Mr. Grey telling him that the registration of copyright appearing on the film of any of Mr. Griffith's productions should bear the same wording as he wishes the copyright of that particular film registered at Washington.

For instance, we requested Mr. Fulton Brylawski to copyright SALLY OF THE SAWDUST in the name of Famous Players-Lasky Corporation. When he did this work for us he copyrighted the production in the name of D. W. Griffith, Inc. because that is the wording of the copyright registration appearing on the film.

Very truly yours,

UNITED ARTISTS CORPORATION

M W Rust

Assistant to the President

MWR:P

At a Special meeting of the Board of Directors of D.W.GRIFFITH, INCORPORATED, of #1476 Broadway, City, County and State of New York, on the 2nd day of October, 1925, at 11:30 o'clock in the forenoon.

PRESENT: DAVID W. GRIFFITH, President
ALBERT L. GRAY Vice President
J.C.EPPING Treasurer
ALBERT H.T.BANZHAF, Secretary,

constituting a majority of the Board of Directors.

The President called the meeting to order and stated the purpose thereof.

The Secretary presented a written waiver of notice of this meeting signed by all the directors, which, upon motion duly made, seconded and carried, was ordered filed with the minutes of this meeting.

The reading of the minutes of the last meeting of the Board of Directors was, upon motion duly made, seconded and carried, waived.

Mr. Epping then stated that it was desirable and would be advantageous for the Corporation to borrow money and that money could be borrowed on certain policies of life insurance held by the Corporation on the life of Mr. Griffith.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the proper officers of this corporation be and they hereby are authorized, directed

empowered to borrow a total sum of approximately $6600, on account of the following life insurance policies held by this Corporation on the life of David W. Griffith, viz:

Union Central Life Insurance Co. Policy #666484
Face value - $25,000, Borrowing value approximately $2200,

Connecticut General Life Insurance Co. Policy #164491
Face value- $25,000, Borrowing value approximately $2200,

Connecticut General Life Insurance Co. Policy #165054
Face Value - $25,000, Borrowing value approximately $2200,

FURTHER RESOLVED, that the proper officers of this Corporation be and they hereby are authorized, directed and empowered to execute and deliver any and all instruments or papers necessary or requisite to the borrowing of the money aforesaid upon said life insurance policies and the Secretary is hereby authorized and empowered to certify a copy of this resolution and forward the same to the said Insurance Companies if required by them.

There being no further business before the meeting the same was duly adjourned.

Albert W. J. Bagley

Secretary.

D. W. GRIFFITH, President
A. GRIFFITH GREY, Vice President

A. H. I. HANZHOF, Secretary
I. C. SPRING, Treasurer

D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
1476 BROADWAY
NEW YORK CITY, N. Y.

TELEPHONES
BRYANT [illegible]

Wilson 62500

Dear Mr. Grey:

At your request, I have made up a statement of our general account with the United Artists Corporation as of October 3rd, 1926 and have had it acknowledged as correct by Mr. Beach of the United Artists Corporation. You will particularly note that there is a vast difference between the balance due D. W. Griffith Incorporated of $60,743.25 shown on this statement and the balance of $23,889.96 as shown on the original statement the United Artists Corporation rendered.

UNPLAYED BUSINESS

The first part of the statement represents unplayed business; the total of our share of which is shown as $196,685.66. Against this is applied the net amount overpaid throughout the world by the United Artists Corporation, $54,515.06. Owing to the fact that some foreign statements are approximately three months behind, it is fair to assume that this amount is materially less at the present writing or at the date of this statement, but inasmuch as this statement is based on actual figures and not approximations, we have decided to take the above amount.

"EXCITING NIGHT--- - FOREIGN

The "One Exciting Night" foreign figures were omitted owing to the fact that this money when it is earned is first to be used to liquidate the amount which the United Artists Corporation advanced to Jacobs according to their agreement and then to be paid directly to Jacobs according to our contract with him. It is improbable that the D. W. Griffith company will ever receive very much on "One Exciting Night" in foreign countries inasmuch as Jacobs is yet to receive $11,000 over and above the original $125,000 when, as and if earned.

2½% ON ALL CONTRACTS

The amount of $52,236.82 represents the amount which the Producers agreed to refund to the United Artists Corporation on all contracts which were paid at the rate of 80%. This amount was originally $107,220.82 but has been reduced at the rate of $687.30 per week and according to our agreement, we still have 82 weeks in which to pay the balance, so this deduction of $52,236.82 is really

not presently deductable in its entirety.

U.A. ADVANCE ON "NIGHT"

The "One Exciting Night" foreign advance not charged to picture earnings in the amount of $6,223.08 is money, as stated above, which was paid to Jacobs in accordance with their agreement to complete the guaranty of $125,000 on the "Exciting Night" loan. This amount is being absorbed gradually by the earnings on "One Exciting Night" which, together with our equity total $6,223.89 leaving a net balance of $3,699.93.

ROMANCE LOSS

The Griffith share of the Romance loss in the amount of $12,425.34 will not be reduced materially inasmuch as the business on Romance has fallen off to almost nothing; it probably will reduce at the rate of about $1,500 a year but if the scenario is sold as is the general rumor, this amount may be reduced by about $5,000.

ASSOCIATED PRODUCERS' LOSS

The Griffith share of the Associated loss in the amount of $13,065.26 is not actual but only anticipated. According to Mr. Abrams statements, this will undoubtedly be absorbed within the coming year and a half or two years, therefore, in addition to the earnings on our pictures, our equity will be increased by the amount of the weekly reduction in this Associated loss.

At the present time, our share of the earnings on all our pictures throughout the world are about $4,000 per week. On this basis, the net amount overpaid by the United Artists Corporation will be entirely liquidated in about 14 weeks or about the middle of January 1926. We will then be able to demand money from the United Artists on an actual earning basis. In this Mr. Beach concurs.

Respectfully,

Raymond Klumpf

Mr. A. L. Grey,
1107 Longacre Bldg.,
New York City,
N. Y.

STATEMENT OF GENERAL ACCOUNT WITH

UNITED ARTISTS CORPORATION AS OF 10/3/25

Unplayed Business at 9/12/25 - Domestic	223,672.73
Plus - Additional Sales to 10/3/25 - Domestic	6,548.62
	230,221.35
Less - Played and Earned from 9/12/ to 10/3/25	12,914.14
TOTAL UNPLAYED DOMESTIC BUSINESS AT 10/3/25	217,307.21
75% - D.W.G., Inc. Share of Unplayed Domestic Business	162,980.41
" " " " " Foreign "	33,705.25
D. W. G., Inc. SHARE OF UNPLAYED BUSINESS - ENTIRE WORLD	196,685.66
Less	
Net Amount overpaid on Played & Earned - Domestic 74,515.06	
" " Underpaid " " " " - Foreign 20,000.00	
NET AMOUNT OVERPAID BY U.A. CORP.	54,515.06
	142,170.60

Note:
All of the above figures exclude "One Exciting Night" in Cuba - Mexico and all foreign countries

Less - 2½% on old contracts due U.A. Corp. (This amount to be paid over period of 82 weeks)	52,236.82	52,236.82
		$89.933.78
Less - "One Exciting Night" Foreign Advances not charged to picture earnings	8,923.82	
Foreign, D.W.G., Inc. Equity on "Night"	5,223.89	3,699.93
		86,233.85
Less - Griffith Share Romance Loss	12,425.34	
" " Assocated Loss	13,065.26	25,490.60
FINAL NET EQUITY		$60,743.25

By
UNITED ARTISTS CORPORATION

F A Beach

Comptroller
F. A. Beach

BURRELLE'S
PRESS CLIPPING
BUREAU
145 LAFAYETTE STREET
NEW YORK

BOSTON MASS. HERALD
OCTOBER 4, 1925

W. C. Fields

"Follies" Comedian Contemplates the Open Spaces of the Movies

Success came to W. C. Fields on the so-called speaking stage and the, as they say, silent drama, all at once.

After prospering for years by mere expert juggling and eloquent dumb-show, he came before the footlights with his first lines in "Poppy." It was as if the dumb had suddenly found speech. He was a nine-days' sensation. Then "Poppy" was transferred to the screen by D. W. Griffith, as "Sally of the Sawdust," so effectively that all the riches of Hollywood were laid before Mr. Fields to induce him to lend his bland, ingratiating and extremely funny shadow to the screen.

Now, featured though he is in the "Follies," Mr. Fields is gnawed by doubts as to whether the motion picture is not his proper medium.

"Do you honestly like working for the movies as well as for the stage?" asked Dave Stamper, who had gravitated to Fields' dressing-room as do all the Follies principals in their free moments. "Don't you miss the audience?"

"Miss the audience! With all the people that stand around and watch you on a movie set! Sometimes 30 people. And Griffith is the most wonderful audience in the world—"

Immediately he had struck the pose of the great director, seated beneath the camera, watching eagerly, delighted, rapt, approving—then, the scene over, rising with a word of praise—"That's fine—great couldn't be better—don't see how it could be improved, but—well, we'll take it over again, anyway, just in case—and don't forget to do that little thing I told you about—great touch, just makes the scene."

"And fired by that enthusiasm," continues Mr. Fields, "who couldn't do his best work?

"In fact, I consider Griffith one of the finest men I ever knew. He is marvelous to work for, most inspiring and encouraging. And poor! He cares nothing for money, lives only to make pictures. But if ever he goes broke, everyone who ever worked for him in pictures will go back and work for him for nothing—and I'll be there to lead 'em on."

Although Mr. Fields has worked in three pictures only—the first was "Janice Meredith"—in which he played a "bit," working three days and drawing what would be more than a week's salary on the stage; the latest is Griffith's "That Royle Girl"—he has observed the customs of the studio and has drawn his own conclusions.

"Talk about the art of acting! What's there of art or of acting, either, in simply responding to the director's orders like an automaton operated by a push button? Like Merton—'Walk on—go over to table left—pick up picture—look at it—lay it down—three steps to the left—walk off through this door.' That's why directors are so important in the film industry.

"If more picture actors had stage training, they would not have to be told how to do every least little thing. Pictures would not be so artificial and stilted.

"The best actors on the screen do not need directors. Ernest Torrence and Adolphe Menjou direct themselves. That is the only way to real success—success that you yourself know is success, artistically if no other way."

Even the commercially-minded movie magnates know that. The astute Adolph Zukor, head of the Paramount company, in discussing the very good contract he has offered Mr. Fields, gave him this bit of advice:

"You hear a lot about people being helped to high places in pictures. But the only person who can really help you is yourself."

Mr. Fields has many cherished ideas which he hopes to test in his own pictures.

"I have been looking forward to this. You know, for years they wouldn't even consider me for pictures. Now I can take my choice! And I'm quite ready. I have a number of ideas. I have several scenarios tucked away—wrote 'em myself—many 'gags' that have never been used, an idea for sub-titles that I don't believe has been used."

The irony of it is that while picture producers are competing with each other for his services, he can take his choice of work in the theatre—musical comedy, straight comedy, comic skits such as he employs in the Follies. But the movies have so much in their favor. A salary many times what the stage can offer, a home in Hollywood and pleasant vacations—between pictures—devoted to golf and the enjoyment of southern California's far-famed salubrious climate, and always, so long as pictures are produced in New York, the opportunity to double between stage and studio. For this he promises—he will never desert the stage altogether.

E. V.

HAS UNUSUAL COMES FROM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Oct 4 - 1925

Dear David;

I know you will be surprised to get this from me, but I have done what I have always said I would not do, gone in debt for a car, bought it on the deferred payment plan so much down the balance in $50 monthly payments it is costing me more than I anticipated

Pa Ff

but it is a "Standard
make Cleveland six and
appealed to our vanity.
The point is this I am
asking you to increase
my allowance fifty dollars
if it suits your convenience
and make us very happy.
this holding good until
car is paid for or at the
expiration of eighteen
months.
Perhaps it would interest
you to know how I
have used the money

You send will tell how
I have rented since coming
to Cal. three years ago
we have a large country
on a nice five room
house we are paying the
balance off at fifty
dollars per month
bought furniture that I
would not be ashamed
for any one to see which
is all paid for a Radio
for which I paid one hun-
dred and fifty two dollars
I have everything comfort

that makes life worth
while, Perhaps I should
not have gotten Cas but
it is hard to rely on our
friends at all times.
Except for having to get
false teeth (have had
five sets) we could man-
age to get by on my
present allowance but
as you have always told
me to let you know if
I needed more I am doing
so now though I always
said I would not — we are in
our usual health hope you are well

1927 North Uber Street,
Philadelphia, Pennsylvania,
October 5, 1928.

Mr. W. W. Griffith,
The Stanley, 1924 Chestnut Street,
Philadelphia, Pennsylvania.

My dear Sir:

My love for the Stratton has lately prompted me to visit the Stanley Stratton this evening and enjoy the society of a lecturer who silent cinemas have interested and delighted me. I was so amazed at the courage of your speech, and touched by it, I determined to tell you, that your earlier efforts at picturizing history truthfully, has escaped the attention of fewer people than you, perhaps, guess and I felt ashamed that I had not sought out the cause for its curtailment, and protested.

I found Miss Carol Dempster a very charming and gracious artist and enjoyed her embarrasment.

With admiration and respect,
Christine M. Doyle

here any evening that
you might suppose
at this time it occured
to my hope that you
could for me a little
advice as to the possibility
of my entering this line
of work — that is to
say acting on the screen
a hard task you will
say, but not so hard
if one has the qualifications
and is heart and soul
in it.

Trusting that you may
be able to meet me
believe me

Sincerely yours M. V. Coates

THE RACQUET CLUB
PHILADELPHIA

Oct 5th 1925

W. W. Griffith Esq
Dear Mr Griffith

As I see you are in Phila, I wish to know whether you will do me the honour of giving me a private interview at a time and place convenient to yourself.

It would be a pleasure to me if you could have dinner with me

D. W. GRIFFITH, President
A. GRIFFITH GREY, Vice President

H. H. I. BANGHAM, Secretary
J. C. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
1476 BROADWAY
NEW YORK CITY, N. Y.

TELEPHONE
GRACE [illegible]

October 5, 1925.

Mr. J. C. Epping,
Treasurer, D. W. Griffith, Inc.,
1476 Broadway,
New York, N. Y.

Dear Mr. Epping:

I hereby acknowledge that the note for Three Thousand ($3,000) Dollars which you gave me this day as not a liability on the part of the Corporation and does not have to be met by the Corporation at maturity as I will be able to take care of it either in full or by part payment and renewal.

Very truly yours,

A. Griffith Grey

AGG/CC

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MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.

522 FIFTH AVENUE

NEW YORK CITY

WILL H. HAYS
PRESIDENT

TELEPHONE
VANDERBILT 8100

October 5, 1925.

CONFIDENTIAL

FOR INFORMATION OF MEMBERS ONLY

Mr. D. W. Griffith,
c/o Mr. Albert Banzhaf,
130 West 42nd St.,
New York City.

Dear Mr. Griffith:

In line with the purpose to exercise every possible care to the end that only books or plays which are of the right type are used for screen presentation; to avoid the picturization of books or plays which can be produced only after such changes as to leave the producer subject to a charge of deception; to avoid using titles which are indicative of a kind of picture which could not be produced, or by their suggestiveness seek to obtain attendance by deception, a thing equally reprehensible; and further to endeavor "to establish and maintain the highest possible moral and artistic standards of motion picture production", the following communication has been received by this office, indicating the opinion of the members as to what they should do in their efforts to carry out these purposes, since September twenty-third, on which date we notified all our members that certain books and plays had been rejected for picturization by certain of our members:

From a distributing and producing member advice received October 2, 1925, that they have declined to produce "The Marriage Guest" and "The Blind Bow-Boy," these rejections being made on October 1, 1925.

With kindest regards, I am

Sincerely yours,

Will H. Hays

hjh

LAW OFFICES OF
LOYD WRIGHT
SUITE 606-610 CURRIER BUILDING
LOS ANGELES, CAL.

116A

October 6th, 1925.

Mr. Albert H. T. Banshaf,
Attorney-at-Law,
130 West 42nd Street,
New York, N. Y.

Dear Mr. Banshaf:-

I am enclosing herewith the receipt from the office of the Treasury of the City of Los Angeles, showing that the bond, which was the subject of the suit in the case of Osborne vs. D. W. Griffith, has been paid, and that the cancelled bond is now on file in the office of the City Treasurer of Los Angeles.

This disposes of the matter, and I trust to your satisfaction.

May I ask you to be kind enough to remember me to D. W., and with kindest personal regards, I am,

Very truly yours,

Loyd Wright.

LW/AG
Enc -

P. S. I assume from the many letters which have passed between us on the subject of the Forum Theatre that it is not the intention or desire of the company to sue the stockholders, so will say no more about it to you unless inquiry is made.

L.W.

October 4, 1935.

Continental National Bank,
Los Angeles, Calif.

Gentlemen:

With reference to your letter of September 4th to Mr. D. W. Griffith, I have delayed replying to same for the reason that Mr. Griffith has been making a search among his effects for the certificate. However, to date he has been unsuccessful in locating same and has decided that he has either lost it or has put it in some place for safe keeping which he cannot recall at the present time. In view of this, I would appreciate it if you will kindly advise what sort of documents are necessary to take the place of the certificate so that Mr. Griffith may receive the surrender value of the stock, and I will have same prepared and forwarded to you, or you may, if you prefer, forward your own documents for Mr. Griffith's signature.

Will you also kindly advise me if there is a limit of time for the presentation of the certificate or a document covering it.

Thanking you for your courtesy in this matter, I am

Yours very truly,

Secretary to Mr. Griffith.

CC/S

Oct. 7-1925

Dear Albert We have the Car and it is a dream dont see how we have lived without it I think driving will put Ruth on her feet She takes to it like a duck to water It may seem strange for me to branch out this way but it seemed the only thing to do there are no Street Car in this Town so had to depend on Friends and Relatives taking me out.

Since coming to Santa Ana I have bought a large equity in the Home we live in have

home Furnished it nicely with all convences including a Radio. while doing this a Car was not to be thought of but now that I thought my was clear I am beginning to get worried as there are so many unexpected things Do I have written David to increase my allowance Fifty dollars untill Car is paid for thought I could make this venture alone else I would have written him before hand but as is always the case the Car cost more than we planed on not much

but enough to spoil
our well laid plans
as the difference increased
our monthly payments
I had $5.00 in Bank
payed $400 down make
ing my payments $50
a month for 18 months
we pay $50 on House a
month, and I finde I
will have to get more
of teeth although I also
already have had five
sets and low and be-
hold in comes the Loans
for the Loa Savings
Property and then I
have my Household expenses
I hope this request is
not coming at an in-

opportune time I have
always said I would
never ask for more
although David always
insist that I let him
know if I needed more
I am so constituted
that I cannot fully enjoy
anything that I buy rentile
it is paid for or rentile
I have the assurance ~~that~~
that I can make the pay-
ments when they fall
due. wish you could
see the way you would
not blame us for
wanting it.
hoping this will meet
with your approval I
am as your Sister with
love to all

TREASURY DEPARTMENT

WASHINGTON

OFFICE OF
COMMISSIONER OF INTERNAL REVENUE

OCT - 6 1925

IT:E:Af
SM

David W. Griffith Corporation,
1476 Broadway,
New York, New York.

Sirs:

Reference is made to office letter dated August 26, 1925 regarding the filing of information concerning the affiliations of your company.

This information has not been received. It is, therefore, requested that it be forwarded to this office without further delay. If you are unable to furnish these schedules at once, a letter of explanation is desired setting forth the cause of such delay and when they will be submitted.

As the delay on your part is retarding the audit of the returns, the urgency of this matter is particularly emphasized.

In reply, refer to IT:E:Af-SM.

Respectfully,

C. R. NASH,

Assistant to the Commissioner.

By J. W. Plowman,

Chief of Section.

GPO

Mr Griffith

Attached is copy of letter sent out by Mr Day.

Also a letter from an exhibitor which shows the United Kotuk Club what a done the exhibitors about scores.

C. M. Burns

D. W. GRIFFITH, PRESIDENT
A. GRIFFITH GREY, VICE PRESIDENT

A. H. J. HANSHAW, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED
GENERAL OFFICES
1476 BROADWAY
NEW YORK CITY, N. Y.

TELEPHONE
BRYANT

October 7, 1926.

Dear Sir:

Mr. Griffith has gone to a great deal of trouble and has spent a great deal of time and money in having a very splendid music score arranged for "Sally of the Sawdust". This score was arranged by Mr. Lou Silvers who arranged the score for "Way Down East", and who has been Mr. Al Jolson's conductor for many years.

It would be a personal favor to Mr. Griffith if you will be good enough to see that your conductor uses this music score when you present the picture as we believe it will enhance the entertainment value of the picture not less than thirty three and a third percent. We are not trying in any way to discount the ability of your conductor, but we are trying to save you money and your conductor work. We have already spent the money and the time on the score, and we are quite sure you will consider it a better one and more adapted to the picture than music arranged by your conductor in the short time he will have to give to it.

If this music score has not already been sent to you, you can procure same from the United Artists Branch office in your territory.

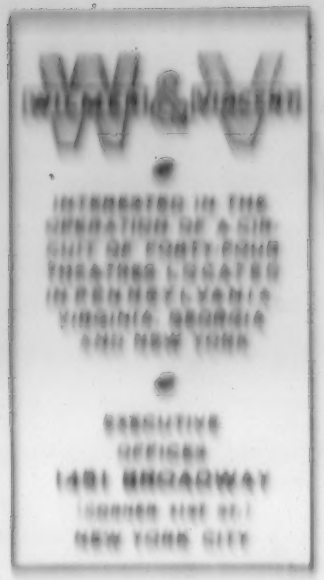
Thanking you, we remain

Very truly yours,

D. W. Griffith, Inc.

AGG/CC

Gen'l Mgr.



WILMER & VINCENT THEATRES

Easton, Pa.

ORPHEUM — ATTRACTIONS ON TOUR

OPERA HOUSE — KEITH VAUDEVILLE

COLONIAL — PHOTO PLAYS DE LUXE

Easton, Pa., October 9, 1925.

Mr. A. Griffith Grey,
D. W. Griffith, Inc.,
New York, New York.

Dear Sir:

We have your circular letter of October 7 in regards to the musical score on "Sally of the Sawdust."

While we have a very competent Leader and Orchestra we still believe that you are right in compiling your own musical score for this production.

As a matter of fact, every special production of any kind should be handled in the same way. We thank you for advising us that there is a score, because we have not been notified from your Exchange.

Very truly yours,

J. Fred Osterstock.

JFO:EMS

PHONE LONGACRE 5600

CABLE ADDRESS "EDFILMCORP"

124

EDUCATIONAL FILM EXCHANGES, INC.

[redacted]

The largest distributors of quality short subjects

Executive Offices
Penn Terminal Building
330 Seventh Avenue

OFFICE OF THE PRESIDENT

NEW YORK, October 10, 1935.

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

Regarding the 22-acre plot; Mr. McAvoy and I called at your office yesterday afternoon in order to close this but I presume you did not get back in time from New Jersey. I was also ready to close this morning but understand you had to be out of town.

Monday is a holiday and Tuesday I am playing in the motion picture golf tournament, and I also understand that Mr. Grey is playing. Therefore, if it is agreeable to you, we can close this agreement any time Wednesday morning that is most convenient to you.

Mr. McAvoy has just telephoned me and told me that your office, in recopying this agreement which you sent me yesterday afternoon, left out part of the description. He is making the corrections in his copy and mailing it to me tonight and I have asked my secretary, upon receipt of it Tuesday morning, to recopy same in order that there will be no unnecessary delay.

Will you please notify me if this is satisfactory, and with kind regards, beg to remain

Sincerely yours,

E W Hammons

EWH:G

XXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

1476 Broadway
New York
October 10, 1925

First National Bank,
Mamaroneck,
New York.

Gentlemen:

We are enclosing herewith, our check in the amount of $900 in full payment of note in like amount which you hold for collection for Mr. H. Bartov.

Inasmuch as this is the final payment on these notes, will you kindly send us all the notes and papers in connection thereto? Also will you please advise Mr. Bartov that this entire matter has been taken care of by us.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.

XXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

1476 Broadway
New York
October 10, 1925

Bell & Howell Company,
1801 Larchmont Avenue,
Chicago,
Illinois.

Gentlemen:

We are enclosing herewith, our check in the amount of $500 which is in full payment of a note in like amount which you have discounted for Mr. H. Bartov.

Will you please return the cancelled note?

Very truly yours,

D. W. GRIFFITH, INC.

By

R K:IS
ENC.

VAIN CALL OF 10,000,000

By Roy K. Moulton

'Wet' Appeal to Congress Useless

ANY person who expects that the next session of Congress, or any other session of Congress now in sight, is going to repeal the Volstead act wins the sheet-iron golf socks for 1925 and is entitled to a free one-way ticket to the looney bin.

The reason that they are not going to allow the perspiring public a glass of good beer is that this is a free country. Another equally potent reason is that too many Congressmen and Senators vote dry and drink wet. Hypocrisy in high places is our ailment.

Ten million petitions from workingmen will be sent Congress this Fall in accordance with an appeal of the American Federation of Labor. These boys might just as well save their paper, because when they fight the dry sentiment at present they are fighting the most potent force in American politics, which is GRAFT.

* * *

THE Congressman from the tall grass who can vote dry and please his hick constituency and at the same time get all the booze he wants in soggy Washington is going to keep on voting dry, and any optimist who thinks differently is entitled to a post-graduate course in the University of Applied Pollywoppus.

That is what the brothers of the Federation of Labor are up against when they petition for beer.

* * *

OTHER elements, no less potent, which confront them in their battle against the Volstead act are the following. Every one of these will fight to their last breath and last dollar to keep prohibition in effect:

The grafting prohibition enforcement agents.
The army of rich rum runners and bootleggers.
The philanthropist who wants to "save the workingman."
The paid reformers who want to keep their jobs.
The rural voters who hate city people.
The speak-easies and low dive-keepers.
The night-clubs which can charge $10 a pint.
The British rum exporters.

All are distinguished friends of the olstead act, and at present they represent about all the money there is in circulation.

* * *

ENFORCEMENT of prohibiion has up to the present moment been the silliest farce ever attempted, encouraged, stage-managed and paid for by this Government.

It has accomplished two things. It has driven the rich man to a willingness to pay 75 cents a drink for rotten stuff nad has driven the poor man to poison and worse.

Stuff to drink has nev r be n more plentiful than now, but the kind of stuff that workingmen want, which is nothing more nor less than good, old-fashioned beer, is denied to one and all—not because it is against the law, but because it is too bulky to be successfully bootlegged and there is no profit in it.

* * *

The ten million petitions from workingmen will not worry the bootleggers much. They have money enough to offset those petitions and ten million more. They will defend prohibition to the last ditch and then keep on digging ditches.

So long as enforcement agents can be bought as fast as they are appointed, enforcement will be impossible, and so long as cowardly national legislators insist upon voting dry and drinking soggy there is no hope of a repeal, or even a modification, of the Volstead act.

Every person in and out of Washington knows at the present moment that the enforcement of an unpopular restriction on a free people is impossible, yet the mummery goes on and the taxpayers pay the shot.

The ten million petitioners of the Federation of Labor have our heartiest felicitations, but their petitions won't get anywhere. The cards are stacked against them because they fight both the reformers and the law-breakers.

Copyright, 1925, by N. Y. American.

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October 15th, 1926.

Mr. A. L. Grey,
1476 Broadway,
New York City.

Dear Mr. Grey:-

I am enclosing form of assignment to be executed by which the copyright to "SALLY OF THE SAWDUST" will be transferred to Famous Players and will correct the error in recording the copyright in the name of D. W. Griffith, Inc. After you have signed this instrument, kindly return it to me so that I may forward it to Miss Rusk.

Very truly yours,

RCR:SF

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A S S I G N M E N T

For and in consideration of the sum of One Dollar ($1) and other good and valuable consideration, the receipt of which is hereby acknowledged, D. W. Griffith, Inc., a corporation organized under the laws of the State of Maryland does hereby assign, set over and convey to the Famous Players Lasky Corporation, a corporation organized under the laws of the State of New York, all its right, title and interest in and to the copyright secured by said D. W. Griffith, Inc., on the photoplay entitled SALLY OF THE SAWDUST, registered in the Copyright Office on the 10th day of September, 1925 in Class L XXc No. 21,804.

IN WITNESS WHEREOF, said D. W. Griffith, Inc. has caused this assignment to be executed for it and in its corporate name by Albert Grey its Vice President and its corporate seal to be hereunto affixed, this 13th day of October, 1925.

D. W. GRIFFITH, INCORPORATED

By_____
Vice President

ATTEST:

_____
Secretary.

FRANK E. WOODS

Oct. 15, 1925.

Mr. D. W. Griffith,
c/o Famous Players Lasky,
485 - 5th Ave.,
New York City.

Dear Mr. Griffith:

I have written Mr. Lasky suggesting a big subject for production - the biggest one in my opinion now open- and it is one beyond any question that you should make. No one else could do it full justice.

It is the historical and phenominal gold rush of '49 with the main scenes in the foundation days of San Francisco. You may recall that the first rush was not overland but was by ocean. San Francisco bay was half full of ships abandoned by their captains and crews before the first overland wagon train arrived. These ships came from every part of the Pacific, Chilians, Peruvians, Mexicans, Orientals, Malays, rifraff from everywhere as if by magic. There was no law. The Vigilantes did not become active for months. There is romance, history, drama, melodrama, spectacle and a big idea, the welding of this mob into the great dominating spirit of the west through the agency of a series of incendiary fires. The city of tents shacks and frame buildings was burned five or six times within two or three years. Great stuff -- and you ought to do it. I wish I was with you.

With best wishes and regards,

FEW:M

Frank Woods
1523 Kings Rd
Hollywood Calif

October 15, 1935.

Mr. G. M. Doyle,
1927 North Uber Street,
Philadelphia, Pa.

Dear Sir:

Mr. Griffith wishes me to convey to you his very sincere appreciation and thanks for the many nice things you said about his productions in your letter of October 5th.

Very truly yours,

Secretary to Mr. Griffith.

CC/S

October 13, 1925.

Mr. M. V. Coates,
The Racquet Club,
Philadelphia, Pa.

Dear Sir:

In reply to your letter of October 5th to Mr. Griffith, I wish to advise that Mr. Griffith did not spend any length of time in Philadelphia. His trip there was for the sole purpose of making a personal appearance at the opening of his recent production "Sally of the Sawdust" at the Stanley Theatre, and he left Philadelphia immediately after the evening performance.

Very truly yours,

Secretary to Mr. Griffith.

CC/S

COMMERCIAL NATIONAL TRUST & SAVINGS BANK

OF LOS ANGELES

LOS ANGELES, CALIFORNIA

October 14th, 1926.

Mr. D. W. Griffith,
1476 Broadway,
New York City, N. Y.

Dear Sir:

In reply to your letter of the 6th, we regret to have to advise you that it will be necessary, under the provision of Section 326 of our Civil Code, to bring an action against the Continental National Bank in the Superior Court of this County for the purpose of obtaining a duplicate certificate.

Very truly yours,

L. J. Stock
Assistant Cashier
HEAD OFFICE

LJS:MK

AGREEMENT made this 14th day of October, 1929, between D. W. GRIFFITH, INCORPORATED, a Maryland Corporation, having an office at #1476 Broadway, City and State of New York, party of the first part, hereinafter described as the "seller", and E. W. HAMMONS, of New York City, N. Y., hereinafter described as the "purchaser",

W I T N E S S E T H :

That the seller agrees to sell and convey, and the purchaser agrees to purchase ALL that certain plot, piece or tract of land, situate in the Village of Mamaroneck, Town of Mamaroneck, County of Westchester and State of New York, shown on a map made by STEPHEN S. PALMENTER in the year 1852 of lands in the Town of Mamaroneck belonging to THOMAS I. DELANCEY, which said parcel of land is bounded and described as follows, to wit:

BEGINNING at a point on the westerly side of Union Avenue Explanade, at a stone wall standing between the lands hereby intended to be conveyed and lands now or formerly of John Greacen, Jr., running thence along said Avenue north thirty-eight degrees forty-two minutes west, one hundred and thirteen 63/100 feet; thence still along said Avenue north thirty-two degrees one minute west, three hundred and thirty-five 32/100 feet; thence still along said Avenue north thirty degrees eighteen minutes west two hundred and thirteen 59/100 feet; thence still along said Avenue north twenty-six degrees forty-six minutes west eighty-four 23/100 feet to a stone wall, which is the boundary line between the lands hereby intended to be conveyed and lands now or formerly of Ruchmore and Hatch; thence along said wall and said boundary line south sixty-one degrees four minutes west six hundred and twenty-eight 38/100 feet, thence still along said wall and boundary

line south sixty degrees, fifty-nine minutes, thirty seconds west to the centre of a creek or inlet from Long Island Sound; thence along the shore of said inlet or creek as the same winds and turns westerly, southerly and easterly to the point of an indentation; thence westerly again southerly and thence easterly to a point on said shore at the said stone wall first mentioned, which is the boundary line between the lands hereby intended to be conveyed and lands now or formerly of John Greacen, Jr., thence along said stone wall north forty-eight degrees fifty-four minutes east eight hundred and six feet to the point or place of beginning (containing by estimation 32 acres more or less) being the same premises conveyed to D. W. G. Corporation by John W. R. Crawford and Mabel N. Crawford, his wife, by deed January 2, 1920, and recorded in the office of the Register of Westchester County in Liber 2230 of Deeds at page 492 and subsequently conveyed to the party of the first part by said D. W. G. Corporation by deed dated July 1, 1920.

Together with all the right, title and interest of the party of the first part of, in and to that portion of land under water, lying in front of and adjoining the premises hereinbefore described, to the centre of the channel in front of said premises as the same were granted to Cecilia A. Howell by the People of the State of New York, by grant dated October 21, 1873.

Subject to restrictive covenants in prior deed that said premises shall not at any time within twenty years from April 29, 1924 be used or occupied for any business purpose (except a hotel) or for any other use or purpose which may be noxious or offensive to the neighboring premises or the inhabitants thereof.

Subject to obligations or liabilities, if any, of the party of the first part according to a certain easement dated July 1st, 1920 made by D. W. G. Corporation to the party of the first part and recorded in the office of the register of Westchester County in Liber 2265 of Deeds, Page 401 on the 9th day of July, 1920, heretofore granted by May L. Erb and Mary Elizabeth Erb to said D. W. G. Corporation.

Subject to zoning acts, if any, adopted by the Village or Town of Mamaroneck or other duly constituted governmental authorities.

Subject to any state of facts which an accurate survey would show.

The price is Eighty-five thousand ($85,000.00) Dollars, payable as follows:

Eighteen thousand ($18,000.00) Dollars on the signing of this conrtract, receipt of which is hereby acknowledged;

Sixty-seven thousand ($67,000.00) Dollars by the purchaser giving a bond secured by a purchase money mortgage in the principal amount of $67,000.00 to be delivered to the seller upon delivery of the deed pursuant to this contract, which mortgage shall bear interest at the rate of Five (5%) percent per annum and shall be payable four years after the date of making thereof.

It is agreed that as soon as possible after the execution of this agreement, the seller will immediately pay and discharge of record a certain mortgage now a lien upon said premises and the interest accrued thereon made by D. W. G. Corporation to John W. R. Crawford and Mabel N. Crawford, his wife, dated January 2nd, 1920, which said mortgage is recorded in the office of the Register of the County of Westchester in Liber 1893 of Mortgages, Page 359 on the 15th day of January, 1920

The seller also agrees to pay and discharge any and all school, village and town taxes which may be due and which may appear as a lien against said property as of the date of this agreement but all taxes shall be apportioned as of the date of this agreement at the time of the delivery of the deed hereunder.

The purchaser shall be given the right to have released from the purchase money mortgage aforesaid, plots of no less than one acre situated in said property and bordering on Union Avenue Esplanade and/or bordering the water edge upon payment to the seller for the release of such part of the property herein described, together with the land under water and water rights, if any, adjacent to or in front thereof at the rate of $5,000. per upland acre and the remaining acreage shall be released from said mortgage as aforesaid upon payment to the seller for the release of said acreage of $3,000. per acre and any such payments so made by the purchaser for the purpose of so releasing any part of the said property aforesaid shall be applied as a credit against the principal of said mortgage and the purchase money mortgage above mentioned shall be reduced accordingly. It is agreed that the terms of the proposed release of acreage as hereinbefore set forth and method of identifying the same shall be set forth in the purchase money morgage to be executed by the purchaser, as follows:

The purchaser within ten days' prior to his application for the release of any acreage as hereinbefore provided shall procure a survey and maps of the property covered by this agreement and deliver a true copy thereof to the seller whereon the purchaser shall indicate and mark for identification the acreage selected by it to be released from said mortgage. The purchaser shall also file a true copy of said

maps in the Register's Office of the County of Westchester, for the purpose of indicating the acreage so released from the said mortgage.

In the event of the default or breach on the part of the purchaser of the terms of this agreement all payments made by the purchaser on account thereof shall be retained by the seller as and for liquidated damages.

The said sum of $18,000. paid by the purchaser shall be and remain a lien against the premises herein described during the term of this agreement. The seller further agrees to pay for the cost to the purchaser of the title search made on said premises and the cost of survey for title purposes in the event of default on its part.

The deed shall be in proper statutory short form for record; shall contain the usual full covenants and warranties (excepting therein covenants or warranties as to riparian or wharfage rights and land under water, if any, and land in any adjacent road or highway) and shall be duly executed and acknowledged by the seller at the seller's expense so as to convey to the purchaser the fee sample of said premises free of all encumbrances except as herein stated.

The purchaser agrees to pay the seller's attorney fees for drawing the bond and purchase money mortgage, pursuant hereto, as well as for drawing necessary papers for each release from the purchase money mortgage for acreage as above set forth, and agrees to pay the stamp taxes, mortgage taxes and recording fees therefor.

If at the time of the execution and delivery of this contract, the premises or any part thereof shall be or shall have been affected by an assessment or assessments of which the first installment is then a charge or lien, or has been

paid, then for the purposes of this contract all the unpaid installments of any such assessment, including those which are to become due and payable at the time of the delivery of this contract shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the seller at the time of the delivery of the deed.

The seller represents that as an inducement for the purchase of the premises herein described, within its knowledge no condemnation proceedings affecting such premises are pending and that it has no knowledge or information which would lead it to believe that any such proceedings are contemplated.

The deed shall be delivered upon receipt of said payment at the office of Albert H. T. Banzhaf, 130 West 42nd Street, City, County and State of New York at one o'clock on the 1st day of February, 1926, and said purchaser is given the right to close title herein at any time before said date upon giving twenty days' notice in writing to the seller.

The pruchaser hereby warrants and represents to the seller that no broker is entitled to any brokerage or commission in bringing about this contract of sale and agrees to defend and hold the seller harmless and free from any claim by any broker or other person who may claim brokerage arising out of this sale.

It is further understood and agreed that the stipulations and agreements aforesaid shall apply to and bind the heirs, executors, administrators, successors or assigns of the respective parties hereto, but the purchaser is hereby given the right to assign his interest in this agreement to a Corporation to be formed by him for the purposes of this agree-

ment and he shall be released from any and all liability under this agreement upon the assignment of his interest therein to the said Corporation and upon the assumption by the said Corporation of all the terms and conditions on the part of the said purchaser herein mentioned to be fulfilled.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

D. W. GRIFFITH, INCORPORATED

(signed) By ALBERT L. GREY
Vice President.

(signed) E. W. HAMMONS (L.S.)

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On the 14th day of October, 1925, before me personally came ALBERT L. GREY, to me known, who being by me duly sworn, did depose and say, that he resided in the City, County and State of New York; that he is the Vice-President of D. W. Griffith, Incorporated, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(signed) ROBERT C. RICHTER

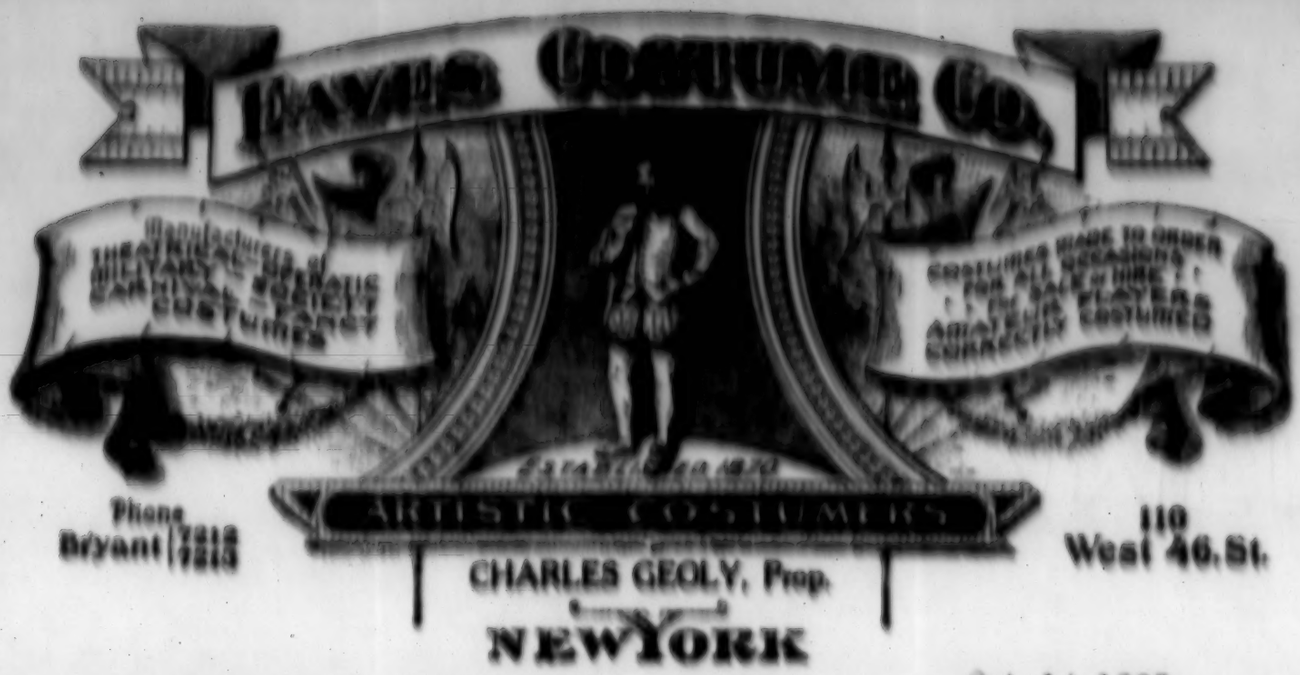
NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 388
New York County Register's No.6310
Commission expires March 30,1926.

CITY, COUNTY AND)
) ss.,
STATE OF NEW YORK)

On this 14th day of October, 1925, before me personally came and appeared E. W. HAMMONS, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

(signed) ROBERT C. RICHTER

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County's Clerk No. 388
New York County Register's No.6310
Commission expires March 30,1926



Oct 14 1925.

D.W. Griffith Inc,
1476 Broadway

File under masterpieces

Gentlemen:-

You are making things very difficult in our Bookeeping Dept., and Note Teller, at our Bank, by the method in which you are handling Notes.

We have already discounted your $1500.00 note due Nov. 29th., and paid fee, and cannot give you credit on our books until old note matures at which time the full amount will be charged to us and then we will have to discount new note to offset same.

We never handles notes previous to this and it certainly has been some upset.

If you can meet some of the notes why not meet them at the Bank, and let our Bank collect direct and save us all that annoyance???

We hardly expected any more renewals as the debt is long standing and should have been,paid in full by now.

We enclose statements of Discount fees due us as per charges made against you on dates specified . This is per agreement.

Very truly yours,

LAVES COSTUME CO.

149

October 14th 1925.

Mr. Garret J. Lloyd,
c/o D.W.Griffith, Inc.,
1400 Broadway,
New York City.

Dear ~~Mack~~Lloyd:

Do you think this would interest you and Mr. Griffith?

Very truly yours,

AHTB/GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, President
A. GRIFFITH GREY, Vice President

A. H. J. MANSFIELD, Secretary
T. C. ROBINS, Treasurer

D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
1476 BROADWAY
NEW YORK CITY, N. Y.

TELEPHONE
CENTRAL

October 15, 1925.

To: Mr. Griffith
From: Mr. Grey

Realising that you anticipate taking about 5,000 feet out of "That Royle Girl", I thought I would give you a few suggestions as they occurred to me.

I think you can start the picture as you do, showing a short flash of Chicago and probably a short flash of Wilson Avenue, the gold plate district.

Then the meeting of Clarke and his mother in their home. I think it is necessary to have a strong title, definitely planting Clarke as a big, fine character, something to establish more respect or deference for him.

As far as Miss Dempster is concerned, I think you can start the picture where she is being fired from the newsstand, then a short flash of Lincoln's statue, and then go into where she is ironing in the workroom of the modiste shop. I do not like, and I do not think that too much of the newspaper stuff is good for the picture or for Miss Dempster. The fighting amuses the kids, but the kids only, I am afraid.

The Lincoln episodes, showing how her love for Lincoln guides her life and future, could be established by a title and a short flash of the statue.

I think Miss Dempster fights entirely too much inthe picture. It is exaggerated, and besides takes away from her sympathy. It is alright to show a little of it to plant that she has courage, but when she fights in the courtroom and kicks people around it takes away all evidence of a lady, which detracts from her sympathy. It is alright for the other lady characters to fight, but I would have Miss Dempster do as little of it as possible.

As you suggest, the third degree is entirely too long, and the picture drags very much then.

The cyclone is too long, and as it is now I don't think it lends much to the picture. With the improvements you suggested, of course, it may be improved materially. This cyclone is not, to my way of

D. W. GRIFFITH, President
A. GRIFFITH GREY, Vice President

A. H. J. SANDHAM, Secretary
J. C. DOLING, Treasurer

D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
1476 BROADWAY
NEW YORK CITY, N. Y.

TELEPHONE
BRYANT [illegible]

thinking, as good as "One Exciting Night", and so much of the stuff, especially the houses, looks artificial. Consequently, it must be shortened about 50%.

It also takes too long to break down the doors upstairs.

In the courtroom scene there is a title something about the miscarriage of justice, which is a telltale title to the audience. After reading it they know what the verdict is going to be. Then the juryman announces the verdict. Then there is a flash of a comedy situation with Fields and Watson and then you bring it back to the boy before the Judge, being sentenced to be hanged. In other words you tell the audience twice, and one of the two is unnecessary, stopping the action and breaking a dramatic situation, to my way of thinking.

Regarding our gorilla friend, the rose episode should be taken out, and I really believe his entire episode should come out, but if you want to leave it in it should be very short.

The telephone conversation between Daisy and Clarke is entirely too long, at least 50%, as the audience last night around me got into such a frame of mind that they could not take Clarke, the hero, seriously. I think the title about "Isn't there a window or something in the room?" is very bad indeed at that time because the first thing that comes to the minds of the audience is that there must be a window in the room, and it puts them in a critical frame of mind. This title could be eliminated and you could put in a title something along the lines of this: "I am forty miles away, but I will telephone the police station nearest you, and will get to you as quickly as possible. Have courage."

As far as Kirkwood is concerned, I personally think he gives a very able performance, but there are some places, and most of them are in the close-ups, where I think he looks too old. On the other hand, in some of the close-ups he looks wonderful. Could there not be a few re-takes made of him?

Speaking of close-ups, I think there are too many of Miss Dempster. While each and every one is very beautiful, and as I said before, she does wonderful work, the best of her career, at the same time too many close-ups are going to harm her and also hold up the story.

D. W. GRIFFITH, President
A. GRIFFITH GREY, Vice President

A. H. T. BANEHAF, Secretary
J. C. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
1476 BROADWAY
NEW YORK CITY, N. Y.

TELEPHONE
BRYANT [illegible]

Regarding the censorship, the only thing I am definitely afraid of with the censors is where Baretta is whipping Ketlar's wife, and Daisy on the limbs. I don't think that has a chance in the world.

ALBERT H. T. BANZHAF
JOHN G. PENGELSTON
G. GLEN LITTLER

BANZHAF PENGELSTON & LITTLER
COUNSELLORS AT LAW
BUSH TERMINAL BUILDING
100 WEST 42d STREET
NEW YORK

TELEPHONE
CABLE ADDRESS
"BENBAN"

October 15th 1925.

RECEIVED of ALBERT H. T. BANZHAF
stock certificate # 139 for 20 shares of The Continental
National Bank in the name of D. W. GRIFFITH.

POSTAL TELEGRAPH COMMERCIAL CABLES

TELEGRAM

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to

OCTOBER 16 1935

LLOYD WRIGHT
CURRIER BUILDING
LOS ANGELES CALIFORNIA

MR GRIFFITH HAS TWENTY SHARES CONTINENTAL NATIONAL BANK LOS ANGELES WHICH I UNDERSTANDING IS IN LIQUIDATION ADVISE VALUE THIS STOCK STOP WILL TAKE UP ACTION REGARDING THEATRE MATTER WHEN FINANCES ARE BETTER SHAPE REGARDS

BARNHAF

charge Barnhaf 130 W 42nd St

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
~~469~~ 522 FIFTH AVENUE
NEW YORK CITY

149

WILL H. HAYS
PRESIDENT
CHARLANO SMITH
SECRETARY

OFFICE OF
CHARLES C. PETTIJOHN
GENERAL COUNSEL

October 14, 1925

Mr. Albert H. Banzhaf
D. W. Griffith, Inc.
120 West Forty-Second Street
New York, N. Y.

Dear Mr. Banzhaf:

With reference to your inquiry about the so-called "Durant Bill" in Connecticut -

We have all refrained from saying many things that might be said with reference to Mr. Durant and his motives but for your information I suggest the following: That you read the case "In re, Durant", reported in the Eightieth Connecticut, beginning on page one hundred forty of the Supreme Court reports in that State, and you will note that Durant was disbarred and branded as unfit to practice law by the Supreme Court in the State of Connecticut.

Durant was formerly employed by one of the motion picture producing companies here in New York and he has no kindly feeling for the industry or the company by whom he was formerly employed.

Durant stated to the Governor of Connecticut at the time the hearing was had on this bill that six or eight other States had passed similar bills and that they were all working satisfactorily. This you and I know to be untrue and that no State in the Union except Connecticut has such a law. I talked with Durant once and there is no question in my mind that he fostered this iniquitous piece of legislature for his own satisfaction. I am putting it mildly.

I have given the Tax Commissioner in Connecticut every possible cooperation and I think he will tell anybody that I sat with him for hours until we worked out a plan for the setting of this law in operation. Frankly, Mr. Banzhaf, Commissioner Blodgett's and my plan is a failure. We organized the so-called "Revolving Fund" to take care of small theatre owners and small distributors. This bill will, in my opinion, give the State of

Connecticut's profit over the expense of operation of not more than $40,000 per year and it is costing small and large theatre owners, citizens, voters, and residents in Connecticut more than $300,000 in additional mechanical expense by reason of the removal of exchanges from Connecticut - which action was taken by distributors on advice of their attorneys who suggested that all business be done in Connecticut through Interstate Commerce. A very large payroll has been removed from New Haven, Connecticut, by reason of the removal of the film exchanges.

The whole situation is hopeless and chaotic. Nobody knows this better than the Tax Commissioner of Connecticut himself who, in my opinion, is one of the best tax men I have ever come in contact with in my work. It is my opinion that members of the legislature who voted for this bill were deceived.

I think I have stated to you briefly and mildly just what the situation is.

I am

Very truly yours

C. C. PETTIGROW
GENERAL COUNSEL

P/W

October 16, 1920.

Mr. J. A. Manning,
Allied Artists Corp.,
66 - 68 Wardour Street,
London, W. C. 2,
England.

Dear Mr. Manning:

Will you please advise me at your earliest convenience just when the general release date on "Hearts of the World" is in England.

The purpose of this request is to ascertain just when we might expect to receive weekly settlement statements or collection reports.

Thank you for your courtesy.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

October 16, 1925.

Gimbel Brothers,
Broadway, Sixth Avenue 33rd Street,
New York City,
N. Y.

Gentlemen:

With reference to your inquiry of October 14th in regard to Miss Elsa O'Conner of 76 Columbia Heights who alleges to have been in our employ from December 1914 to December, 1918.

During this period the D. W. Griffith Company's center of production was in California and all records of

October 16, 1926.

Mr. F. W. Campbell,
Jackson & Warburton Avenues,
Bayside,
Long Island,
New York.

Dear Mr. Campbell:

In compliance with your request of yesterday, the following is given:

The total amount which shall be reported by us to the Federal and State Government for the year ending December 31st, 1925 is, $2,975. This includes $2,100 which was earned and paid to you in 1925 and $875 which was earned by you in 1924 but was not paid until 1925. This was not included in your 1924 report and should be in your 1925. The other $1,780,000 we are not reporting.

Any further information I will be glad to give you.

With best regards to you and Mrs. Campbell, I am,

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

65

"HIS DARKEST HOUR" ACCOUNT TO OCT. 17TH, 1938.

Due Producer.		Paid by Aust. Corporation.	
Amount due Producer as of Oct. 10th. account ---	£655. 8. 11	Amount paid by Aust. Corp. as of Oct. 10th. account ---	£621. 8. 9
70% share of film rentals for week ending Oct. 17th.	1. 18. 0	Remitted by cable Nov. 13th.	20. 0. 0
Total due Producer ---	£656. 17. 11	Total paid by Aust. Corp. --	£641. 8. 9

Total due Producer ---	£656. 17. 11
Total paid by Aust. Corporation	641. 8. 9
Balance due Producer ---	£ 15. 9. 2

UNITED ARTISTS (AUSTRALASIA) LIMITED.

FILM RENTAL REPORT

"THE DARKEN ISLE".

(Name of Production)

WEEK ENDING 17th October, 19[illegible]

Contract Number	THEATRE	CITY	STATE	PLAY DATES	Length of Run Days	RENTAL		
150	Triumph	Queanbeyan	N.S.W.	Oct.18	1	28	10	0

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

SD275 64 NL 4/50

LOSANGELES CALIF 49 1925 OC 19 PM 9 50

116A

ALBERT H T BANZHAF

430 WEST 48 ST NEWYORK NY

LIQUIDATION CONTINENTAL ANTICIPATES PAYMENT TO STOCKHOLDERS SEVENTY FIVE DOLLARS PER SHARE AND AGREEMENT TO ACCEPT SAME STOP AM INFORMED BY MY BANKERS THIS BEING ACCEPTED BY VIRTUALLY ALL STOCKHOLDERS WHO ARE FAMILIAR WITH SITUATION STOP IF YOU DESIRE TO AVAIL YOURSELF OF THIS OFFER SUGGEST YOU FORWARD STOCK PROPERLY ENDORSED TOGETHER WITH

Rec'd & Jc
Oct 20/25

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

SD275 2/12 1925 OC 9 PM 5 51

POWER OF ATTORNEY AUTHORIZING ME TO SIGN LIQUIDATION AGREEMENT STOP KINDEST REGARDS

LOYD WRIGHT.

LOS ANGELES
CALIFORNIA
CABLE ADDRESS
SMITH
NEW YORK

Harry Lee
with
Max Smith
INTERNATIONAL PICTURE ENTERPRISES
247 Park Avenue : New York

ASHLAND
ORE

Oct. 17th 1925

D.W. Griffith Esq.
Longacre Bldg
New York

Dear Mr Griffith:

Under separate cover I am sending you booklets of the following Canyons: Lassen (the Lyons) Rudless, Shenandoah, Mussanutten & Trollers all of these wonderful works of nature are within a radius of ~~[illegible]~~ 35 miles of the very beautiful and progressive city of Harrisonburg Va.

It has taken Nature millions of years to build these and the nearest thing a description of them I know of is Gustave Doré's illustrations in Dante's "Inferno"

As a sequence titled "The Domain of Satan": nothing could be conceived that would touch them for part of "The Sorrows of Satan".

If you should be at all interested I would be pleased to go into the matter of lighting, building Etc with you or your representatives. (I mean tell them or yourself what can be done & what needed)

You will remember me from having shown you the above Canyons on the screen (in a very small way) in Mr Fitzgerald's picture "The Wives of the Prophet"

Sincerely yours
Harry Lee. address as above.

Benedict & Pembleton
Counsellors at Law
Bush Terminal Building
100 West 42d Street
New York

Albert H. Benedict
John H. Pembleton

Telephone
Bryant 9887
Cable Address
"Benben"

October 12th 1926.

Mr. D. W. Griffith,
1476 Broadway
New York City.

Dear Mr. Griffith:

I am handing you herewith check for $2757.94 being the first and final dividend of 14 40/100% declared by the Referee in Bankruptcy in the Slenderform matter.

This check closed the deal as far as any further revenue from this source.

This final payment now makes it possible for us to set off the balance as a loss in your income tax statement for 1925.

Very truly yours,

Albert H. Benedict

AHTB:MDH

Dear Mr Griffith,

Could you perhaps use me in any of your films this winter? After completing "Just Suppose" with Barthelmess and finishing rehearsals for "The Wisdom Tooth" (a play by Marc Connelly which will open shortly) I shall be free until next August when my

contract with Samuel Goldwyn commences

"Just Suppose" and "The Wisdom Tooth" will together take about six weeks so that I could start another picture about December first.

I am sure Mr. Goldwyn, for whom I made "Stella Dallas", would let me show you my work in that picture if you are at all interested

and Mr. Barthelmess too would be glad to show you the rushes of "Just Suppose"

Most sincerely,

Lois Moran

124 E. 40th St.
N.Y. City

Phone 5344 Caledonia

Oct. 19, 1925

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

113

October 19th, 1925.

Hiram Abrams, Esq.,
c/o United Artists Corporation,
729 Seventh Avenue,
New York City.

Re: "One Exciting Night".

Dear Mr. Abrams:

Mr. Bernheim has just returned from Europe and I told him about the controversy arising from your retaining the proceeds of the foreign distribution of the above picture payable to Mr. Jacobs as against monies paid out by you under your personal guaranty. He suggests that we meet him at the Bank in an endeavor to dispose of this matter amicably if possible.

If this meets with your approval let me know and I will arrange an appointment.

Very truly yours,

David Fox

DJF:DB.

Copy to:

A. H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Pasadena 2634

Harry Lee
Po Kar Smith
Motion Picture Enterprises
247 Park Avenue · New York

October 20th 1925

Mr. D.W. Griffith
Longacre Bldg
N.Y. City

My Dear Mr. Griffith:

you will perhaps remember me as the man who talked to you about the Caverns of Virginia as a possible location for a part of your next story "The Sorrows of Satan" and after noting your interest in the motion pictures of the same caverns in Mr. Fitzgerald's picture "The Wives of the Prophet" I went down to the "valley" (as the territory in which these natural wonders are to be found) the Shenandoah Valley to be more exact, for some of their descriptive matter in print, which I am sending you under separate cover.

In the "Wives" only a very fractional part of them was filmed as the story could not carry very much of them and owing to the moderate capital it was not possible to light them to the best advantage.

In these pamphlets there is only enough of the interiors to whet the curiosity of the tourist, (over 130.000 of these are said to have paid $1.65 ea. to view the Luray Caverns in the past year)

Gustave Doré in his illustrations for Dante's "Inferno" seems to have had a preview of this particular cavern and only lacked the eye for the beautiful, if he did use Luray as his model?

I am positive that if you saw, with your ~~Egar the~~ artistic sense of the sublime and noble in Nature's handiwork, these marvelously beautiful million year old settings, you would not rest until you had brought them to the screen and in that way to the millions who

LOS ANGELES
LONDON
JOHN ADAMS
SMITH
NEW YORK

Jack Smith
MOTION PICTURE ENTERPRISES
247 Park Avenue · New York

HOLLY 1000
HOLLY 1000

Dec 9 '2

see a "Griffith picture".

You may wonder why I am so much interested? Well, my Dear Sir, I have lived with the story "The Sorrows of Satan" for over 25 years. Realizing that if children were taught to look on Satan as Mons Corelli authrises him, not gloating over human frailties, but sorrowing, not accepted by humanity; downfall but suffering, then the world would be better.

In 1899 & 1900 Aston Chamberlain (Johnie) produced this story at the Broadway Theatre N.Y. but it was a failure because he made it spectacular and a trifle salacious. Of course there must be "sex" in the story but there is an underlying motif that will if brought out transcend anything ever done to teach a moral, and this without in any way losing the dramatic values of the story.

When Hugh Ford went to London to make this story. I, a rank outsider, (but one who had played under his direction from the days when he directed Stock for F.F. Proctor on thru the Liebler & Co days to the Famous Players) hoped he would never do it.

But now all is changed. with Forrest Halsey to write and you to make it the story will be given to the world as "Corelli" would wish it.

And now back to the Caverns. For a novelty Episode and one like which nothing was ever attempted. you could have Satan give an Entertainment in the Lunar Caverns the settings of which, with a slight outlay for carpets, drapes and a large outlay for lights (5 or 6 sunlights and any number of spots) could not be

LOS ANGELES
LONDON
CAPE TOWN
JOHANNESBURG
NEW YORK

Jesse Smith
NATIONAL PICTURE ENTERPRISES
247 Park Avenue · New York

duplicated in a studio if you had the wonderful scenics in your hands to spend.

Using the grand Back room for your stage you would have hundreds of locations of superb beauty, and each one absolutely different; for your audience to be "shot" in you may get an idea of the vastness of Luray when I tell you that it takes one hour to walk around the complete pack they have laid out, and this does not touch one fifth of the rooms as they are called. There are miniature lakes, galore, chasms, mountains, Glaciers, Cathedrals, Etc.

At the present time there are no other caverns, available for big stuff in this or any other country, to compare with Luray, and I would like to take you, your scenarist-, camera-man & Electrician thru these.

The President of the Corporation that own the Luray Caverns, Mr. J. C. Northcott is in Europe just now but will return within the next fortnight. I spoke to him however when I was down there with Mr. Fitzgerald & Co about the possibility of a big picture being filmed there and he was very much interested.

The city of Harrisonburg Va. is contignous to all of the 5 caverns. It has a population of about 6000 souls and supports a 1020 seat moving picture theatre, and shows to packed houses every year for the past nine years "The Birth of a Nation" If you cared to combine your try out of "that Royle Girl" with a survey of the caverns I know I could arrange the theatre for you

LOS ANGELES
LONDON
CUB ADDRESS
JESMITH
NEW YORK

REPLY REF

Jesse Smith
NATION PICTURE ENTERPRISES
247 Park Avenue : New York

D.W.G. #6

and with a little under-current advertising would guarantee your picture a full house afternoon & night at an average price of 200 a ticket (the ten Commandments played the second week to this business) but "Griffith" is the "God of the movies" now and the article announcing this house changing from numbers 26,000 to the residents of Staunton, Winchester, New Market, Lexington, Lebanon, Charlottsville and Southern Towns will come in their cars for my big picture. This will give you also a new angle on your audience as this is a "Mennonite" "Dunker" "United Brethren" Center & there are 600 girl students in the Seashore College from all over the southland, and while you are a Kentuckian the Virginians are proud of you too.

I know this is an atrociously long letter to a busy man, but I want to see you make use of these marvelous freaks of nature first, and in "The Sorrows of Satan" you can end your story instead of on a "Yacht", in "Hell" with settings worth millions to a producer if he could use them all. You see you'd be giving with every paid admission to view your picture, a free view of the interiors which would cost $1.65 besides transportation, and then the eyes would miss the beauty you would have, because of your lighting and peopling the caverns.

If when you have looked over the accompanying pamphlets you would care for more details I should be glad to have Miss Conway give me a ring, and also to return.

LOS ANGELES
LONDON
TOKIO
TOKIO AMERICA
LIMITED
NEW YORK

Market Rite

Jesse Smith
MOTION PICTURE ENTERPRISES
247 Park Avenue : New York

AW.G. 25

said pamphlets and photo.

Having said one hundredth of what I meant to say and taken five times longer to say it than I intended I am

Apologetically sincerely,

Harry Lee

Day Phone Ashland 2634
247 Park Avenue
N.Y. City

Residence Phone
Chelsea 5774-5-6-7
145 West 12th Street,
N.Y. City.

P.S. In mentioning Mr. Forest Halsey I had in mind his original scripts of "The Green Goddess" and "Monsieur Beaucaire" in the latter I played "Voltaire" (which was of necessity cut to a flash time Lowell Sherman's Illness)

H.L.

Owen W. Griffith
62

October 20th 1928.

Commissioner of Internal Revenue,

Washington, D.C. Re: IT:M:Af- SM.

Sir:

Replying to your letter of October 8th, I wish to advise you that the address of David W.Griffith Corporation is 7130 West 48nd Street, New York City.

As to the filing of information concerning the affiliation of David W. Griffith Corporation, I wish to advise that Mr. David W.Griffith owns over three-fourths of this Corporation as well as three-fourths of the stock of D.W.Griffith, Incorporated.

David W. Griffith Corporation, however, is a dormant corporation and has been inactive for four or five years and is being maintained as a corporation mainly for the purpose of protecting the name of Mr. David W.Griffith. In view of these circumstances I do not believe that it would be advantageous to term the David W. Griffith Corporation as being affiliated with D.W.Griffith, Incorporated since they are two separate and distinct entities and have no inter-company transactions, and to make such an affiliation would only complicate matters rather than simplify them.

In view of this fact I would ask that the filing of the requested forms be waived.

Very truly yours,

R:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

October 21, 1928.

S. Karpen & Bros.,
674 Northern Blvd.,
Long Island City,
New York.

Gentlemen:

Will you kindly deliver to carrier, the three piece Living Room Suite which you have on hand for D. W. Griffith Incorporated?

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

116A

October 31st 1925.

Mr. Loyd Wright,
Currier Building,
Los Angeles, California.

Dear Mr. Wright:

I am enclosing herewith Certificate #139 of the Continental National Bank at Los Angeles for 20 shares of the par value of $100. each in the name of D.W.Griffith which he has duly endorsed on the back thereof in blank.

Will you kindly deliver this certificate to the Continental Bank liquidating trustees for which they are to give you $75. per share.

I am enclosing herewith letter from the Cashier under date of Sept. 4th 1925 addressed to Mr. Griffith.

Thanking you for your courtesy in this matter and with kindest regards and best wishes, I remain

Very truly yours,

AHTB:GDM
encs.

October 28, 1926.

Manufacturers Trust Co.,
43rd St. & 5th Ave.,
New York, N. Y.

Attention of Mr. R. Coffman.

Gentlemen:

Enclosed herewith you will find note of the G. & R. Pictures Corporation, properly signed and endorsed.

Very truly yours,

Secretary to Mr. Grey.

CC/S

124

EDUCATIONAL FILM EXCHANGES, INC.

[redacted]

The largest distributors of quality short subjects

Executive Offices
Penn Terminal Building
330 Seventh Avenue

OFFICE OF THE PRESIDENT

NEW YORK, October 28, 1926.

D.W.Griffith,Inc.,
130 West 42nd Street,
New York City.

Attention-Mr. Albert H. L. Banshaf.

Dear Mr. Banshaf:

We are in receipt of a telephone bill from the New York Telephone Co. and on it there are toll charges amounting to

$6.60
and 10.83

Total $17.43,

which Mr. Holland claims were used by a Mr. Hanna, who was representing you, and Mr. Griffith's chauffeur, who lived on the property for a period of time after we had taken title on August 4th.

Will you be kind enough to have the D.W.Griffith,Inc. send me their check for $17.43, made payable to "Edgewater Point,Inc."

Also, for the week ending August 15th we paid

	George Holland	$40.
and	Julien Cornell	35.

and for the week ending August 22nd we paid

	George Holland	$40.
and	Julien Cornell	35.
	TOTAL	$ 150.

of which our understanding is you would pay one-half.

Would, therefore, be glad to have the D.W.Griffith, Inc. check for $75. in payment of this item.

August 22nd was the last date on which we paid Julien Cornell but since that date we have been paying George Holland $4o. per week.

With kind personal regards,and trusting you will give this matter your immediate attention,beg to remain

Sincerely yours,

Ed Hammond

EWH:G

COPY

Famous Players-Lasky Corporation
485 Fifth Avenue,
New York City.

October 23, 1926.

Mr. J. C. Epping,
D. W. Griffith, Inc.,
1476 Broadway,
New York, N. Y.

Dear Sir:

In accordance with your request, we wish to advise that the negative cost of "Sally of the Sawdust" for the purposes of Mr. Griffith's contract is as follows:

To September 26, 1925	
Direct Costs	$ 285,551.45
Studio Overhead	40,550.45
Home Office Overhead	10,000.00
	$ 336,101.90

In addition, 151 prints have been made for U. S. distribution at a cost of $32,062.55.

Yours very truly,

(signed) W. J. Pineau

Assistant Secretary.

336101.90
26000 Length
26000 Color
388101.90
32065.55
420167.45

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

October 23rd 1925.

Mr. O.Hilary Edwards,
233 Broadway,
New York City. Re: David W.Griffith Australian
Patent 714,761.

Dear Sir:

Replying to yours of the 21st inst. addressed to D.W.Griffith, Incorporated I wish to advise that we do not deem it advantageous or necessary to work the abive patent and therefore will not desire the advertising mentioned.

Will you kindly act accordingly, and oblige

Very truly yours,

R:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

UNITED ARTISTS (AUSTRALASIA) LTD.

66

'HIS LABOUR HELP' ACCOUNT TO OCT. 24TH, 1945.

Due Producer.		Paid by Aust. Corporation.	
Amount due Producer as of Oct. 17th. account ---	£656. 17. 11	Amount paid by Aust. Corp. as of Oct. 17th. account ---	£641. 8. 9
70% share of film rentals for week ending Oct. 24th.	13. 13. 0	Remitted by cable Nov. 20th.	10. 0. 0
Total due Producer ---	£670. 10. 11	Total paid by Aust. Corp. ---	£651. 8. 9

Total due Producer ---	£670. 10. 11
Total paid by Aust. Corporation	651. 8. 9
Balance due Producer ---	£ 19. 2. 2

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

UNITED ARTISTS (AUSTRALASIA) LIMITED.

FILM RENTAL REPORT

WILD DARKEY AGAIN.
(Name of Production.)

WEEK ENDING 24th. October, 1929

Contract Number	THEATRE	CITY	STATE	PLAY DATES	Length of Run Days	RENTAL		
255	Greymouth	A Circuit	N.Z.	Oct. 10,12	2	2	0	0
12	Alpha	Nowra	N'land	July 22	1	2	10	0
93	Westgarth	Westgarth	Vic.	Sep.14-16	3	15	0	0
						£19	10	0

MURRAY HILL 5878

MOTION PICTURE CAPITAL CORPORATION
51 EAST 42 ND STREET
NEW YORK

FRANK R. WILSON
PRESIDENT

October 24, 1926

D. W. Griffith, Inc.,
1476 Broadway,
New York City, N. Y.

Gentlemen:

We enclose herewith check for $1,000.00 as payment from salary received from Famous Players, October 24th.

Yours very truly,

MOTION PICTURE CAPITAL CORPORATION
By Frank R. Wilson
Pres.

EIM:FS

Encl.

Empire Theatre,

LEICESTER SQUARE,
LONDON, W.C.2.

TELEPHONES:
GERRARD 5304
GERRARD 3927 (BOX OFFICE)

October 26th,1925.

Mr.Raymond A Blume,
1107 Longacre Building,
New York City,N.Y.

Dear Mr Blume,

Replying to your favor of 16th,I am advised by the Stoll Film Company that the general release date on "Hearts of the World" is January 4th,1926.

Trusting this is the information you desire.

Kindest regards.

Vrey truly yours,

J.M.Manning

BANGHAR & PEMBLETON
COUNSELLORS AT LAW
RUSH TRADING BUILDING
120 WEST 42d STREET
NEW YORK

ALBERT H. T. BANGHAR
JOHN G. PEMBLETON

TELEPHONE
WISCONSIN 1866
CABLE ADDRESS
"BAMGAN"

October 27th, 1920

Mr. J. C. Epping,
Treas. of D. W. Griffith Corp.,
1476 Broadway,
New York City.

Dear Mr. Epping:-

We enclose copy of letter received from Mr. Hammons relative to request of reimbursement for certain payments made by him for telephone tolls and proportionate share of payments made to Holland and Cornell for which latter payments he requests reimbursement for one half of the total sum viz., $75.

We, of course, owe nothing to Hammons on account of the statement made in his letter as to his paying Holland $40.00 per week since August 22nd, and I am writing him so that there may be no question as to this matter.

Very truly yours,

Albert H. T. Banghar

RCR:SF
Enc.

124

October 27th, 1926.

Mr. Earl Hammond,
370 Seventh Avenue,
New York City.

Dear Mr. Hammonds:-

This acknowledges receipt of yours of the 22nd which I have forwarded to D. W. Griffith, Inc., for ~~your~~ their attention.

We note that you state that you have been paying Holland $40.00 per week since August 22nd and I assume that you appreciate that D. W. Griffith, Inc., would not be responsible for any part of this item.

Thanking you for calling this matter to our attention and with kindest regards, I remain

Very truly yours,

RCR:SF

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

WESTERN UNION
TELEGRAM
NEWTON COLB
MR CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

A WESTERN UNION DAILY LETTER WILL GET ATTENTION EARLY SATURDAY

CLASS OF SERVICE | SYMBOL
Telegram
Day Letter | Blue
Night Message | Nite
Night Letter | N L
If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise the symbol appearing after the check indicates the class of service desired by the sender.
All rate telegrams and day letters, and the time of receipt of destination as shown on all messages, is STANDARD TIME.

RECEIVED

116A

SC44 33 NITE

LOSANGELES CALIF 29

1945 OCT 26 PM 8 59

51

ALBERT T BANEHAF

130 WEST 42 ST NEWYORK NY

BANK REFUSES TO TAKE UP STOCK UNLESS MR GRIFFITH FORWARDS POWER OF ATTORNEY AUTHORIZING ME TO SIGN LIQUIDATION AGREEMENT STOP PLEASE FORWARD IMMEDIATELY WITH INSTRUCTIONS AS TO DISPOSITION OF CHECK STOP KINDEST REGARDS

LOYD WRIGHT.

United Artists Corporation
229 Seventh Avenue
New York

90

Office of the Treasurer

October 30th, 1925

Mr. Albert L. Grey,
c/o D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City

Dear Mr. Grey:

We are returning herewith copy of agreement between David W. Griffith and Mr. Basil Sidney, known as Doris Keane, dated the 15th of November, 1919, for the purchase of the motion picture playe entitled "Romance".

I wish to thank you for your kindness in lending us this instrument.

Yours very truly,

UNITED ARTISTS CORPORATION

Treasurer
Arthur W. Kelly

Encl
AWK G

102

CITY, COUNTY AND
STATE OF NEW YORK } ss.

ALBERT H. H. BARRAUD, being duly sworn, deposes and says: that he resides at 22 Cushing Avenue, Larchmont, New York; that he is the Secretary of D. W. Griffith, Incorporated, a Maryland Corporation, having an office at 1476 Broadway, City of New York, that said corporation has heretofore transferred to United Artists Corporation, having an office at 729 Seventh Avenue, New York City, the sole and exclusive rights to the distribution, release, exhibition and/or exploitation of every kind and description throughout the entire country of Venezuela of the motion picture photoplay entitled "Orphans of the Storm" produced by said D. W. Griffith Incorporated, and that said United Artists Corporation still are and remain the sole and exclusive owners of such rights to the exclusive of all others.

Sworn to before me this
30thday of October, 1925.

W. C. FIELDS

Benjamin Franklin Hotel,
Philadelphia, Penna.,
October 31, 1925.

Dear friend Mr. Griffith:

I am enclosing an article by Miss Dorothy Herzog, also a copy of a letter I have written to her in reply to same. I am perhaps an old "mommy" for paying any attention to it, but I want the world and nit wits alike to know that my success in "Sally of the Sawdust" was due entirely to you, and as there is no other way of showing my appreciation, I broadcast this fact at every opportunity, and Miss Herzog shoots static into my broadcasting when she writes erroneous articles like the one enclosed.

Mr. Lloyd told me that you had called me at the Roosevelt to tell me "That Royle Girl" was playing in Derby. I was very, very sorry I did not get your message, for I was indeed anxious to see it. Everyone is so enthusiastic about it, and I, too, am very pleased that it is such a good picture.

I hope to see you some day soon, and trust it can be arranged that you do your western picture after you have finished the big "Sorrows of Satan" picture, and that I may be in it.

With sincere good wishes for continued health, happiness and prosperity.

Your friend,

Bill Fields

W. C. Fields

N. Y. DAILY MIRROR

Conceit vs. Stupidity

Famous Screen Stars Who Rise from Nothing Make a Display of Themselves Once They Achieve the Limelight.

By DOROTHY HERZOG.

The average screen star is a man or a woman who started life with little means and has risen to vast fortune and fame. Fame and fortune affect many of these celluloid favorites in a strange manner.

W. C. Fields

The stars don't seem able to keep their heads amid it all. Hence, "cheesty," "ritzy," "high-hatted," "temperamental" are indoor and outdoor actualities in the cinema.

Tom Meighan, during his days on the stage and his early years in the silent drama, was an earnest, striving, well-liked youth. Today he has only his "yessers" and a few friends left. Why?

This little incident is explanatory. We saw Tom come on his set at the Famous Players studio one morning and not say good morning to a single person. That isn't natural, when you are among men and women who work with you side by side for weeks steady.

The first thing Tom did was to go over to his dressing table and shout to one of the property men:

"Bring me another light!"

"Is it too dark?" he was asked, respectfully.

"Certainly, it's too dark." The light was brought, but the prop man received no thanks from Tom Meighan.

A strange state of affairs, but characteristic of this star.

A luscious "inside" story reveals W. C. Fields, who made his successful screen debut in D. W. Griffith's picture, "Sally of the Sawdust," in a typical "actor light."

Mr. Fields owes his screen achievement to D. W. Griffith. He had been on the stage and in vaudeville for years, but D. W. singled him out and gave him his first chance. What happened? When Fields signed to work in Griffith's last photoplay, "That Royle Girl," he demanded double his original salary.

Furthermore, he viewed the

TOM MEIGHAN.

"rushes" (the scenes taken on the previous day) in the studio projection room and made requests that certain scenes be re-taken in which he failed to occupy the limelight. Gratitude? Bosh! There "ain't no sech animal" in the acting profession.

We heard a gorgeous "nifty" about Jack Gilbert and Aileen Pringle at the time they were assigned leading roles in Elinor Glyn's picture, "His Hour." Jack marched up to Aileen on the set the first day of shooting:

"Which side of your face photographs the best?"

Aileen stared for a minute in surprise. Then, "The left."

"That's good," Jack nodded, smugly, "because the right is my best side."

Nature, fortunately, saved a clash of temperaments on that set!

Milton Sills, who insists on being billed as "a portrayer of he-men roles on the screen," despite the fact that repetition weakens any statement, is a notorious "I am" in the studio. Milton, like Tom Meighan, believes he is paid a big salary because the fans want to see his full face all the time, and he makes it hot for anybody who tries to make him do differently.

AMUSEMENTS.

RUDY TO EUROPE

SALLY OF THE SAWDUST

THAT eminent cinema figure, Mr. D. W. Griffith, proves himself the master of popular sentimental hokum in his latest picture, *Sally of the Sawdust*. His previous film, *Isn't Life Wonderful?*, having left something to be desired in the way of box-office revenue, despite the praise heaped on it by the reviewers, the famous producer has turned once again to the more certain sources of popularity. He hasn't missed a single trick in the annals of movie hokum.

Undeniably, *Sally of the Sawdust* makes a rather effective appeal to your tears, but it does seem a pity that Mr. Griffith insists on going over the same ground so often. The same technique, almost the same plot that he employed in *Orphans of the Storm*, again do service in the new picture. There is the innocent girl, who is persecuted by a harsh old man, who doesn't realize that she is his granddaughter. There is the long chase to rescue the heroine, a dramatic device that Mr. Griffith seems unable to imagine a picture without. There are still those close-ups of hard-faced ruffians leering at the innocent girl. The subtitles still gush in the manner of Laura Jean Libbey.

The picture's chief merit is that it serves to bring to the screen that droll fellow, W. C. Fields. In his popular rôle of the all-around mountebank from a circus he is thoroughly delightful. His unctuous manner, his great skill at comic pantomime, his enormous inventiveness, his undercurrent of wistful helplessness, all are as effective on the screen as they are on the stage. If there had been more of W. C. Fields and less of the hokum sentiment, *Sally of the Sawdust* would have been a far better picture.

In the title-rôle Carol Dempster is about twenty degrees less coy than the film, and for that she deserves ever so much credit. But Alfred Lunt is of little help in an innocuous juvenile rôle and Effie Shannon is rather too tearful as one of those white-haired movie mothers.

Richard Watts Jr

Lambs Club-130 W. 44th St.,
New York City,

Miss Dorothy Herzog,
Daily Mirror Office,
New York City,

Dear Miss Herzog:

Your informant did not give you the whole unvarnished, concerning my arrangement with Famous Players, Mr. Griffith etc. I did boost the bad news almost double for my services in "That Royle Girl", but I cut my salary almost in half to be in "Sally Of The Sawdust", because I know that I would get the benefit of the masterful direction of D. W. Griffith, whom I consider the most patient and greatest, the most helpful to any artist, ham or hamess of any director living, has lived or ever will live. If the lovable great artist and generous, unselfish character of the master D. W. Griffith could be written into a book or produced on a screen by some clever, truthful writer, it would rival any character ever written. That is my belief.

Any and all success I had in "Sally Of The Sawdust" is due entirely to D. W. Griffith. I know nothing of the screen, and would never have the temerity to go to D. W. Griffith and ask him to take a scene over again. To me D. W. Griffith is the last word. If he is satisfied with the scene, why would I, who knows nothing about the screen, and less than nothing about direction, ask to have a scene retaken.

Your informer is a pernicious fabricator, and no one will ever have the remotest idea who it was, for your article was so carefully couched.

But please Miss Herzog do not say I ever did anything that was unappreciative, or in anyway disrespectful to Mr. D. W. Griffith the master. There never would have been any screen art or technique if it were not for D. W. Griffith. Say anything your friends like you to say, but do not say I ever crossed in anyway D. W. Griffith or that I was unappreciative of everything he has done for me in the films.

Yours truly,

W. C. FIELDS

Nov. 1925

KNOW ALL MEN BY THESE PRESENTS, that I, D. W. GRIFFITH, residing of New York City, New York, do hereby, make constitute and appoint Lloyd Wright of Courrier Building, Los Angeles, California, my true and lawful attorney for me and in my name to execute and deliver the liquidation agreement between Continental National Bank of Los Angeles, California., and the stockholders of said Bank, and to receive and accept on my behalf any and all payments due me by reason of such liquidation agreement, and to give receipt therefor.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 2nd day of November, one thousand nine hundred and twenty-five.

D. W. Griffith (L.S.)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 2nd day of November, 1925, before me came D. W. GRIFFITH, to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

ROBERT C. MCCUTCHEN
NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 383
New York County Register's No. 6310
Commission expires March 30, 1926

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THIS AGREEMENT made and entered into this 2nd day of November, 1925, by and between the ALL FLORIDA LAND COMPANY of Miami Florida, party of the first part, and DAVID WARK GRIFFITHS of New York City, New York, party of the second part, WITNESSETH:

WHEREAS the first party is the owner in fee simple of twenty thousand acres of land in and adjacent to St. Andrews Bay, located in Bay County, Florida; that a corporation will be organized under the laws of the State of Florida, capitalized at $10,000,000, all common stock; that the first party will sell for and in behalf of the corporation to be organized $5,500,000 of the capital stock for the purpose of paying present stockholders of the All Florida Land Company for the said property, and will thereupon convey the said twenty thousand acres of land to the corporation to be formed, free of encumbrance; that the stockholders of the All Florida Land Company may accept stock in the new corporation in lieu of their interest in the said land or for any part thereof; that the said property will be subdivided and a city formed and organized; and the first party agrees to raise from the capital stock of the corporation to be formed funds necessary for such purpose.

The second party agrees, in consideration of the premises and of ~~[illegible]~~ (20000) twenty thousand shares of the capital stock of one hundred dollars each, to allow his name to be used in connection with said proposition in any legitimate way and for appropriate advertising and propaganda, and first party hereby agrees to issue to second party the 15000 shares above mentioned in said proposed corporation

It is further agreed that the first party hereto shall out of the funds raised from the sale of stock in said corporation erect moving picture studios as designed and equipped by the second party for the making of moving pictures, and that the second party hereto shall without cost or expense have the use of said studios for the making of moving pictures, whether the said corporation to be formed shall be interested in said moving pictures or not.

It is further agreed that the second party hereto, or some person by him to be appointed, shall be a director of the corporation to be formed.

It is further agreed that the type of buildings to be erected in said city to be formed and organized on said subdivision, will be of unique style of architecture, under the supervision of an architect

and engineer to be employed by the corporation, with appropriate restrictions and uniformity of design.

It is further agreed that the said first party shall have charge of the sale of thelots in said subdivision upon prices, terms, commissions and conditions as agreed upon by the board of directors.

It is further agreed that the second party hereto will, in so far as he can, advance the interest of said corporation, promote and advertise the same, and when possible will use the studios to be erected thereon for the making of moving pictures, and will interest other producers to do likewise and will endeavor to induce well known moving picture stars and producers to interest themselves in said corporation, or to make use of the studios in their moving picture enterprises.

WITNESS the hands and seals of the parties hereto the day and year first above written.

_____

_____(SEAL)

PERSONAL.

Grey Street,
Glenelgane,
Gaelicus, Waiaste,
NEW ZEALAND.

November 2nd, 1928.

D. W. Griffith Esq.,
Orienta Point,
Mamaroneck,
NEW YORK N.Y.

Dear Sir,

Some considerable time ago, I wrote an unauthorised novelisation of your original version of the "Two Orphans", "ORPHANS OF THE STORM". At the time of its completion, I had no desire to publish same, as I fully realised that the rights of the photoplay were solely in your hands. The script had, of course, never been offered for publication.

Recently, I was persuaded to try and market the story, and have temporarily placed the MS. in the hands of my literary agents in London. This action has, I fear, been rather premature, and if any offence has been given, I beg to apologise.

I now beg to apply for permission to publish in British Countries a novelisation of your Photoplay "ORPHANS OF THE STORM". I am a young writer, and have not yet achieved success to any degree, and I feel that your valued permission, if made, would afford me a start in a literary career. The work has been one occupying over a year, and much additional historical data has been made.

As a publisher has been found, and is now awaiting your esteemed reply at your earliest convenience, I take the liberty of enclosing herewith a Money Order to cover the cost of cabling. If you could see your way to grant permission, I should be very grateful if you would cable "AUTORIDAD, WESTCENT, LONDON" (The Inc. Society of Authors) your decision, and also confirm your permission by letter.

I trust that I have not presumed upon your valuable time, and take the opportunity of thanking you in anticipation.

Yours truly,

G N Ireland

Form 1094

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

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NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

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434 WEST 120 ST DELIVER NEWYORK NY

ALL FLORIDA LAND COMPANY RESPONSIBLE LANDS TO BE SUBDIVIDED ARE VERY VAULABLE WE THINK ANY CONTRACT MADE WITH MR J S BLAINE PRESIDENT OF COMPANY OR HAVING CONNECTIONS THEREWITH WILL BE SATISFACTORY TO MR GRIFFITH

PRICE PRICE NEELY AND KEHOE

430P

WESTERN UNION
TELEGRAM
NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT
Telegram
Day Letter Blue
Night Message Nite
Night Letter N L
The time at which this message was received at destination is shown on all messages, is STANDARD TIME

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1935 NOV

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1 7.3

D W GRIFFITH

130 WEST 42 ST NEWYORK NY

ADVISE THAT J S BLAIN HAS MAINTAINED WITH US AN ACCOUNT IN OWN NAME FOR PAST FOUR OR FIVE YEARS ALL OF WHICH TIME HIS ACCOUNT HAS BEEN SATISFACTORY ALSO WISH TO ADVISE WE HAVE OTHER ACCOUNTS OVER WHICH HE HAS CONTROL AND THEY TOO HAVE BEEN SATISFACTORY MR BLAIN IS A REAL ESTATE OPERATOR STARTING IN BUSINESS SOME FOUR

RECEIVED AT

1935 NOV

NZA350 2/64

OR FIVE YEARS AGO ON A SMALL SCALE AND NOW DOING A VERY LARGE BUSINESS WE DO NOT HAVE A STATEMENT OF HIS BEFORE US BUT ARE OF THE OPINION HE HAS MADE RAPID PROGRESS WE HAVE NO OCCASION TO OBSERVE ANYTHING OTHER THAN A STRAIGHTFORWARD BUSINESS HOWEVER ARE NOT ACQUAINTED WITH ALL HIS HOLDINGS AS HE OPERATES PRACTICALLY ALL OVER STATE OF FLORIDA

MIAMI BANK AND TRUST CO.

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

49

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF THE PRESIDENT

November 4, 1925.

Mr. D. W. Griffith,
c/o A. H. T. Banshaf,
130 West 42nd St.,
New York City.

Dear Mr. Griffith:

For some months, thought has been given to the matter of developing an effective formula for use by the members of the association to protect against loss incident to duplication of titles, duplication of subject matter, etc. The plan has proceeded to the point of most of the members sending in their titles and in some instances sending in memorandum of subject matter.

There are many instances where there will be a saving in the prevention of duplication of titles. Compared with the whole number of pictures, there are but few instances where the protection of subject matter is either necessary or desirable. There may be occasions, however, when loss may be sustained if two pictures are to be made simultaneously on a subject matter of a kind that naturally permits of but one exploitation without damage to each other. So far we have only undertaken to notify those members who are concerned in duplications discovered as and when such notices come in. That is, when a member sends in a proposed title duplicating a title which has already been proposed, we notify the members involved.

I am wondering what action, if any, you think should be taken when a member sends in notice of a particular subject matter which they are going to cover, of a kind which would naturally lend itself to but one picture; that is, should the other members be notified that that picture is contemplated by the member so advising us, or should we wait until some other member sends in notice that they propose to make a picture covering the same subject matter?

I will be glad to have your ideas.

With kindest personal regards, I am

Sincerely yours,

Will H. Hays

MURRAY HILL 0272

MOTION PICTURE CAPITAL CORPORATION
61 EAST 86 TH STREET
NEW YORK

WILLIAM H. WALKER
SECY TREAS

November 4, 1925

File

D. W. Griffith, Inc.,
1478 Broadway,
New York City, N. Y.

Gentlemen:

We enclose herewith salary check for $1,000.00 on Mr. Griffith's account from a deposit made by Famous-Players-Lasky in the Chase National Bank.

Yours very truly,

MOTION PICTURE CAPITAL CORPORATION
By Wm. H. Walker
Asst. Treas.

ELM:FS
Encl.

November 6, 1933

Bancelme-Reid & Company, Inc.,
5 East 44th Street,
New York,
N. Y.

RE: Case 2411700
Inez Huber
vs
D. W. Griffith, Inc.

Gentlemen:

I am enclosing herewith, copy of notice from The Department of Labor in the above captioned case.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS
ENC.

COPY - COPY

UNITED ARTISTS CORPORATION

Headquarters for the Far East

Crescent Building

73 Kyomachi, Kobe

November 6th, 1925

No. 44

Miss Mary W. Rusk
Assistant to the President
United Artists Corporation
New York

Dear Miss Rusk:

re Poor condition of "Judith of Bethulia" print shipped from New York to Manila - The Lyric Film Exchange, Manila writes us under date of October 21st., as follows:-

> "Judith of Bethulia" - This film is a copy so old that it broke no less than 15 times during a preview last evening. Even with a new copy the film wouldn't be sufficiently interesting to exhibit in a first run theatre. The film is evidently made from a negative so old that it has whiskers on it, in fact something closely resembling a bunch of whiskers hangs from the top or protrudes from the bottom of each "frame" for practically the entire length of the picture. We ask your permission to forward this subject to you at Kobe, or to your New York Office, for your own inspection and verification as to the truth of these statements.
>
> It is a pleasure to do business with you and we actually enjoy paying our bills - but it takes money - and this we cannot get with stuff of the class of this print of JUDITH.
>
> We hope to be able to release another subject for you this month but will have to inspect another so cannot advise you now as to what it will be.
>
> Kindly let us have your comment on the above and in the meantime we ask that you accept the assurance of our kindest personal regards."

Now with regard to "Judith of Bethulia", we have had great difficulty in contracting for this film on account of it being a very old release.

When Mr. Pierson was on his trip round the Far East early this year, he asked us to order a print of this film to be shipped to Manila together with the other films at the time when he had not yet closed the contract there. When in Manila it however proved impossible for Mr. Pierson to get this film included in his contract, but when we in October closed a new contract with the Lyric Film Exchange we succeeded in inducing them, merely as a matter of courtesy, to include this film in the new contract in view of the fact that we had already gone to the expense of preparing combined Spanish-English titles and shipped the print to Manila.

Under these circumstances, it is most regrettable that you have shipped a useless print to Manila, and we think the only thing to do would be to have this print reshipped from Manila to New York, as you can no doubt reimport it in the States without duty when it comes back direct from Manila. We hope that you will be able to use the Spanish-English titles in some other territory, as it will be unreasonable to charge us for these titles which we cannot use.

Before giving any definite instructions to Manila we would however like to hear from you whether you prefer us to reship the print to New York and credit us with the cost of the Spanish-English titles, or whether you will forward a good used print without titles to Manila free of charge.

Kindly let us have your information on this subject as soon as possible.

Yours very truly,

UNITED ARTISTS CORPORATION

John Albeck
General Manager for the Far East

JA:RAM%

November 7, 1916.

Mr. Frank H. Woods,
1545 Kings Road,
Hollywood, Calif.

Dear Mr. Woods:

I have been so busy on my latest struggle, "That Royle Girl" that I certainly owe you an apology for neglecting to reply to your letter concerning the gold rush idea.

I would like to do some gold rushing myself, if I thought I could get hold of a little of it, but as to the stories to be used for my pictures, I am leaving that to the Famous Players, gladly, for a time at least. We have definitely decided to do "The Sorrows of Satan" next, and there is so much time and work attached to it that I have no desire to try and look beyond it. The idea sounds very good, though, and I should imagine it would appeal to Mr. Lasky to whom you say you have written.

With very best personal regards to you,

As ever yours,

DWG/CC

November 7, 1925.

Commissioner General of Immigration,
Washington, D. C.

Dear Sir:

I am a German, and have taken out my first United States papers a little over a year and a half ago. It is necessary for me to go to Canada on a business trip for our Corporation for about two or three months, and I respectfully request that you give me permission to re-enter the country, in order to avoid any difficulty with the officials at the border.

When the necessary two years expires next April, I intend to take out my second papers, but I was informed that the fact of leaving the country would invalidate my first papers, and I would appreciate your information in this matter.

Thanking you for your courtesy, I am .

Yours very truly,

J. C. Epping.

JCE/CC

10M D. P.

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. Lloyd

From C. M. Conway

Date Nov. 7, 1925.

Time

Reply to

Mr. Griffith wishes you to write the gentlemen a pleasing letter.

10M D. P.

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. Lloyd

From C. M. Conway

Date Nov. 7, 1925.

Time

Reply to

Mr. Griffith said you got him into the matter, as per attached letter, and now you must get him out of it gracefully.

10M D. P.

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To

From Mr. Lloyd

C. M. Conway

Date 11/7/25

Time

Reply to

Mr. Griffith wishes you to find out who Edward Owings Towne is in order to decided whether it is important or not to give this woman an interview.

Please make all replies on back of this memorandum.

Louis F. Gottschalk
[illegible] Fremont Street
Los Angeles, California
Phone [illegible]

Nov. 7 1945

My dear Mr. Griffith:

If report is true that you contemplate coming to Hollywood, will you kindly bear me in mind as your assistant?

Being up in historical and research work, I know I can be of great assistance to you, and, if you have a musical setting, I can work on that at night and save time and money. I feel that you know I am not afraid of work.

I shall always look back upon the years of my association with you as the most pleasant ones in my experience with motion pictures, and I sincerely trust you will arrange to have me associated with you again.

As music is the last thing considered, I wish to make myself useful to you in any way you may assign me and I promise to make more than good. By this arrangement I shall be on hand for the score and in the mean time be active.

Trusting this finds you in the best of health and that you will consider this application favoably,

With best wishes,

Sincerely yours,

Louis F. Gottschalk

TRADE FOLLOWS THE FILM

By EDWARD G. LOWRY

THE sun, it now appears, never sets on the British Empire and the American motion picture. It is a droll companionship, and one which is beginning to evoke comment and provoke inquiry in exalted quarters in foreign parts. The world at large has become so accustomed to seeing the British Empire take this daily promenade in the sun alone that it now lifts its eyebrows and regards the scene with what the fictionists of another day used to call mixed emotions.

In the British the spectacle calls forth a touch of asperity. The French are puzzled and ask, "Is it an amour?" The Germans have begun to dig in and erect barriers. All of them are in varying degrees alarmed by the portent. They are just a teeny bit afraid of this gay, laughing, amusing hussy who parades the whole wide world with such assurance and to such applause from the diverse races and breeds of men.

PARAMOUNT PHOTOS.

An Elaborately Decorated Theater in Mexico City

When this note of apprehension began first to be heard the motion-picture makers here were rather puzzled. They wondered, when they discovered that they and their product could be considered abroad in the light of a peril or a menace. They knew that their whole intent and aim was to please everybody. It is by successful adherence to this rule that they have grown so great. At first they did not understand this viewing with alarm to which they and their output were subjected. But as the stirrings of uneasiness abroad became more manifest and more coherent the truth came out. It is not the quality of the pictures, it is not the movie as an amusement, that has caused the pother and commotion among the foreigners. They are not concerned with the art of the pale heroes, the calcimined comics or the lovely heroines with the mascara in their eyelashes. None of these things in the least matters. What does concern is the discovery, made abroad before it was made here, that the pictures have become a factor in international trade. They are making the United States the best-known and most widely advertised country to the very remotest habitations of man on the globe.

The Prince of Styles

OUR pictures are doing for us what the Prince of Wales so frankly and so capably is doing for the British. International trade is, of course, based on good will. The Prince for some years now has been going about all over the world promoting good will for his countrymen and subjects. Incidentally he has helped trade. Everybody remembers when he was last in New York he set a vogue for blue shirts with soft collars, for a style of hat that blossomed in the shop windows even before he departed, and for gray flannels. Every day what he wore was chronicled in the newspapers, and the youth who set store by styles were quick to copy him. The same thing, it is fair to suppose, happened in the colonies and in South America. The heir apparent did something to introduce and popularize English clothes, shoes, hats, pipes and what not.

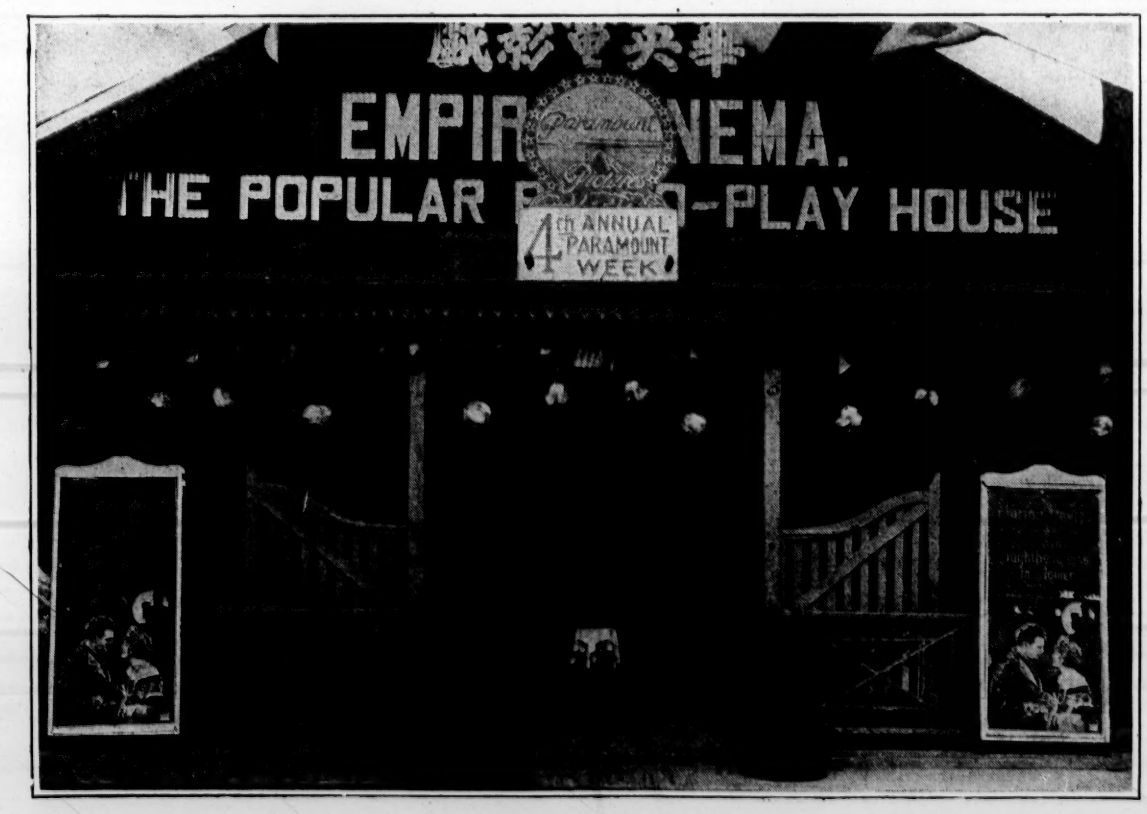
Happily, or unhappily—just as you choose—we have no royal family to do that sort of thing for us. But now the word comes from abroad, from many quarters and in increasing volume, that the movie stars and their associates, and the happy and handsome environment in which they are displayed in the films are creating and stimulating a demand for American wares. We now hear that the old saying that trade follows the flag is archaic and out of joint.

Screen Talk

TRADE follows the film is the cry from overseas. It is the discovery of this new factor in international relationships that has caused the flutter. When the movies were simply an amusement and a relaxation and a form of entertainment for the millions, they could be laughed at by the sophisticates as examples of crude American taste, and no harm was done. But once it became clear that the films directly influenced the currents of trade—that from Spain, the Near East, Chile, the Argentine and Brazil were coming demands for American office furniture, shoes, hardware, clothing and types of California bungalows "like those we see in the movies," then the pictures became a menace and a peril to the foreign trader. His pocketbook touched, he became aroused and began to appeal to his government.

The Prince of Wales himself, as a promoter of trade and good will for his people, was among the earliest to declare and disclose the potency of our pictures as a competitor in securing foreign trade. As long ago as 1923 the Prince was saying in a speech before the British National Film League that the importance of the film industry deserved attention. There was the imperial aspect, he urged. Trade followed the film, he said, and films were a real aid both to the development of imperial trade and the work of individual firms. The film helped to bring together nations speaking different languages. It had no one language of its own, but could convey its ideas in all languages. And so on to the extent of nearly a column in the London Morning Post, in which the speech was reported. The same newspaper, commenting on the Prince's outgiving, said:

"If the United States abolished its diplomatic and consular services, kept its ships in harbor and its tourists at home, and retired from the world's markets, its citizens, its problems, its towns and countryside, its roads, motor cars, counting houses and saloons would still be familiar in the uttermost corners of the world. . . . The film is to America what the flag was once to Britain. By its means Uncle Sam may hope some day, if he be not checked in time, to Americanize the world."



The Empire Cinema, Singapore

The Nakaki-Za, a Beautiful Theater in Tokio

This outcry was made two years ago, mind you, when the Hollywood producers were thinking of their products in terms of pictures only, and pictures that would appeal to the domestic fan. If the foreigner liked them, too, that was just so much velvet. The pictures were not and are not made to promote trade abroad, but to amuse and relax and entertain the movie-going citizenry of Vineyard Haven, Massachusetts; Crown Point, Indiana; West Point, Georgia; New York; Allentown, Pennsylvania; Jamestown, North Dakota, and the thousands of such settlements and communities on this broad expanse of continent. The appeal to foreign trade is as incidental as it was unexpected, and no one was more astonished than the film producers when the present agitation and apprehension were first manifested abroad.

PARAMOUNT PHOTOS.

The Coliseum Theater at Barcelona, Spain

The Subtle Work of the Celluloid Salesman

HEAR these other witnesses for a moment before we go on:

Douglas Miller, one of the commercial attachés in Berlin, reports to Secretary Hoover:

"No one has yet been able to estimate the large amount of advertising for American goods that has come through the motion pictures and the stage. The amusement world of Germany now gets its tone from across the Atlantic. American styles as seen on the film, American tunes brought over by traveling jazz bands—all cannot fail to have a marked influence on the German habit of mind. A stranger, taking an evening stroll down the chief promenade of Berlin's new rich, cannot fail to notice the American touch in the clothing of many persons, in the advertising in shop windows and in the type of entertainment offered to the public."

A private and unofficial report from Birmingham, England—"Lately British shoe manufacturers have complained that they have been at the expense of replacing machinery in order to supply American-style shoes if they wished to compete in trade to the Near East, as the people out there demanded the styles depicted in our moving pictures."

Lord Newton, speaking in the House of Lords, said:

"It has become practically impossible for British producers to compete with American. Americans realized, almost simultaneously with the cinema, the heaven-sent method of advertising themselves, their country, methods, ways, ideas and even language, and they seized on it as a method of persuading the whole world that America was really the only country that counted."

Lord Newton continued that he had heard, though he could not vouch for it, that Midlands and Yorkshire manufacturers of clothing and boots had been obliged to alter their plants because the films seen by races in the Near East had so impressed those peoples that they desired to be clothed in the same way as American film actors.

A recent issue of Brazilian Business, issued by the American Chamber of Commerce for Brazil, said: "One of the representatives of an American film company in Brazil has had many proofs of the trade-producing possibilities of celluloid drama. Not so long ago he threw a sport picture on the local screens, the punch being put over by means of half a dozen high-powered racing cars. Some time later the representative of an American car told the film man that before the picture appeared his agents were selling five or six cars a month. After its appearance the office began closing orders for four or five cars a day."

Foreign Trade and the American Film

"THERE are other American products which arouse buying interest when presented in the Brazilian cinema. One of the most striking examples is the spread of the American bungalow style of architecture. Mr. —— states that the number of requests which he receives from Brazilians for photographs of houses used in street scenes has been too numerous to allow any doubt about a direct connection between the movement in Brazil and American pictures. Not only are requests received for outside views but also interior arrangements and the use of furniture. The appearance of soft lounging chairs in the display windows of Rio de Janeiro is of recent occurrence."

Here is an extract from an official report from a European country now on file at Washington: "Mr. —— told me that films are very effective agents for developing trade. One illustration of this, he suggested, was seen in the demand for clothes modeled on those worn by American heroes in pictures shown in this country. This demand, he said, had caused makers of clothing here to make their product more on American lines than formerly. Also our language has become affected, he added. Even such Americanisms as 'Gee!' are

(Continued on Page 151)

Palais Theater, Rio de Janeiro, During the Engagement of The Four Horsemen

TRADE FOLLOWS THE FILM

(Continued from Page 13)

becoming part of popular conversation, and all owing to the subtitles on the films made in America.

"An American firm manufacturing sewing machines was surprised to receive a number of orders from Java and Sumatra. There were no agents of the firm out there, but inquiries disclosed that an American film showing one of the characters sewing on one of the firm's machines had brought a small flow of orders to the factory."

But perhaps these are enough citations to support and confirm the apprehensions of foreign traders that trade really does follow the films.

Trade as between man and man and as between nation and nation is a whimsey thing. Its course cannot be charted. Apparently the slightest and most remote cause can deflect it from its course. I think I have told before in these columns of the old Martha's Vineyard whaling captain encountered by chance in the streets of New Bedford who, on his long three and four year voyages to the South Pacific, was interested in only one piece of home news.

Postwar World Trade

Whenever he touched at a far-away port he tried to find out what sort of weather they were having in the Mississippi Valley in the corn and hog states. It made all the difference to him. If in Iowa, Kansas and Nebraska they were having good growing weather they raised a big corn crop. If they had plenty of corn they grew lots of hogs.

Lots of hogs meant much lard oil and much lard oil spelled a poor price and a reduced demand for sperm oil, and sperm oil was what my captain was giving his days and risking his life to bring home. His fortune rose or fell with the weather in the corn states.

When the tariff makers in Congress put a 15 per cent duty on elephant tusks—raw ivory—they wiped out an export trade of more than $1,000,000 in cheap print goods to the African coast. It was diverted to Manchester from a group of the New England mills. Moreover, at the same stroke, a promising going industry in the manufacture of ivory articles—billiard balls, hairbrushes, combs, that sort of thing—was killed dead in this country and resurrected in Italy. All this injury was wrought with the best intentions in the world. None of it was intended. I cite these cases here to show how delicately adjusted is the whole fabric and machinery of trade.

And now the movies threaten to reshape in details the structure, in process of building, of postwar world trade. To me it is right much interesting and teasing to the imagination that the recurrent spectacle of Gloria Swanson may cause all the Circassian girls to bob their hair, with a consequent profit to the American manufacturers of hair clippers. But to the European trader the new movie peril goes farther and deeper than that.

We might, if you care to, take a look at this new menace in its present estate, since it bids fair to affect our relationships with the rest of the world. You will find that motion pictures are an astonishing development and that Will Hays is more than half right when he says that no romance written for the movies is so dramatic as the story of the rise of the industry itself. The whole curious, amazing phenomenon had its beginning at the World's Fair in Chicago, when Edison exhibited his new invention, the kinetoscope. In the first years it was just a peep show; five cents' worth of novel entertainment shown in an arcade or a vacant shop temporarily made over into a showroom. Such familiar present-day phenomena as movie actors, movie plays, great studios and costly movie theaters had not cast their first faint shadow. They were not even dreamed of. The first pictures were short reels showing a train coming into a station, a parade passing in the streets, something of that sort.

The new entertainment outgrew its swaddling clothes with incredible rapidity. It moved ahead and developed faster than its nurses and mentors. From a peep show it became the world's most popular and widespread diversion and amusement. This great stride was made in less than twenty-five years. Only about half a dozen of the pioneers of the industry managed to keep pace with the procession and survive. The others were lost in the shuffle because they did not realize the vitality and the capacity for growth and expansion of this new thing. It grew and grew and grew.

Came the war, as the title writers used to say until they were laughed out of it. The American movie made its final conquest. It spread itself all over the world, until today 85 per cent of all the motion pictures shown in the Eastern and Western Hemispheres are American made. It is perhaps as nearly a world monopoly as can be devised. So long as it was an amusement no alarm or apprehension was created abroad. The domestic producers and the foreigners were on the happiest terms of amity and good will. The industry, through its national organization, actually established diplomatic relations with more than one foreign government. It dealt directly with foreign offices. It received direct cooperation and assistance from foreign governments in making pictures. It became in truth a living actual factor in our international relationships.

The responsibility was quickly realized. The utmost care is taken at Hollywood and in the Long Island studios not to portray the nationals of another country in an unhappy or inaccurate light or in such a way as to wound susceptibilities.

No Foreign Villains

You who attend the movies may recall that at one period Mexican and Japanese villains were almost the rule in motion-picture dramas. They afforded an opportunity for picturesque characterization and provided effective and striking contrasts to the hero. You may have noticed that for a year or more all the villains have been Americans and that the Japanese and Mexicans have faded out as oppressors of the virtuous. An interesting story of long negotiations lies behind that elimination. It marked a step in the progress of the education through experience of the motion-picture producers. It was one of the

(Continued on Page 154)

PARAMOUNT PHOTO.

The Palace Theater, Queensland

"They Saved Us 75 Cents On the Dollar"

Usually we accept our blessings "and no questions asked," but now and again our curiosity gets the better of us. "Why," we inquired of the Superintendent of the Rockwell Lime Co. of Chicago, "do you stick to Red Edge Shovels exclusively?"

"For the best reason in the world," he answered. "We find that twenty-five cents' worth of Red Edge Shovel does the work of a dollar's worth of other makes. Since using Red Edge our shovel bill has been cut 75 per cent. Furthermore our 'lost shovel' problem has ceased to exist. Our men appreciate a good shovel sufficiently to lock it up every night.

"I don't know just how long the average Red Edge lasts us. But here are two Red Edges that started work the same time as a steam shovel. The steam shovel is worn out after long and meritorious service, but those two Red Edges are still on the job."

For the benefit of those who want to know what those Red Edges looked like after outwearing a steam shovel, we show the portrait of these two sturdy veterans at the head of this column.

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RED EDGE RED EDGE RED EDGE

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This exclusively first class train brings California to you. The hospitality of the romantic land of roses, seashore and mountains It is your hotel, club and home-on wheels. Fred Harvey dining cars Supreme in the transportation world, are operated through. Also there is a pullman via Grand Canyon National Park

Mail this

W. J. Black, Passenger Traffic Manager
Santa Fe System Lines
1274 Railway Exchange, Chicago, Ill.
Please send me Santa Fe picture-folders of trip to

.....

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(Continued from Page 151)

industry's most important lessons in statecraft and the conduct of foreign relations.

The Mexican Government was displeased at the ignominy of villains it was supplying to the pictures. As a sign of its displeasure, it put an embargo on all American films, thus closing for the time a rich market. The industry promptly sent an embassy to Mexico City. There followed negotiations which lasted for months. A complete agreement was reached. The embargo was lifted and once more the neighboring republic became a consumer on a large scale of American films. Mexican taste and Mexican sensibilities are now consulted in making pictures to be shown there. While I was in Hollywood a little while ago, the producer, director and author of a picture depicting life in Mexico came into the headquarters of the Western branch of the industry to submit the action of their story and have it approved before they began shooting.

It is now the practice to ascertain the feelings of a foreign government about a book or play concerning its own nationals before the story is filmed. For example, a story about the Japanese was offered the producers a little while ago. Inquiry through the Japanese Embassy at Washington disclosed that the Japanese Government would be pleased if one feature of Japanese life which was emphasized in the story was not brought before the whole world on the screen. That was enough. The story was not accepted and the picture has not been made.

Pictures as Peace Agents

But more often the proposed picture of foreign scenes and foreign life enlists the approval and coöperation of the foreign government whose counsel and assistance are sought. Madame Sans Gêne was made into a picture in France by an American producer with the closest coöperation and assistance of the French Government. The film was made in the salons, chambers and gardens of Fontainebleau and Compiègne, where no camera had penetrated before, and with Napoleonic relics and furniture as props, under the eye of the French Ministry of Art. The historical setting was done just as the French Government and its experts on the period would have it done. It was free of anachronisms. Official Paris was given a private preview and approved.

The Italian Government was equally helpful in the filming of Ben Hur and The Eternal City. Italian professors ransacked libraries and museums for costumes and properties of the period. The King loaned a palace. The Italian ambassador came over from Washington and sat often in conferences in the New York offices of the industry. Mussolini gave orders for large bodies of the Fascisti to participate in the picture. Every assistance was given the Americans in faithfully portraying the Italian scenes. The same sort of help has been given in making English historical pictures.

To avoid giving offense to other nations became a fundamental rule and order of the industry. While affairs were in this posture, Will H. Hays, head of the national organization of the industry, spoke for the chief producers when he said:

"I do not believe I am too enthusiastic or too visionary when I say that the motion picture may be, probably will be, the greatest instrument humanity has yet known for the bringing about of better understandings between man and man, between group and group and between nation and nation. When we know one another we do not hate one another. When we do not hate we do not make war. Wars and lesser conflicts are caused because groups and peoples do not understand one another's ideas and beliefs, one another's backgrounds and ambitions. Were all these things clear, there would be no hatred, no bitterness and no war.

"The motion picture knows no barrier of distance. We are apt to look upon the distant group or nation as something different from ourselves and therefore as inimical. The motion picture knows no barrier of language. We are apt to regard those who do not speak our own tongue as different and inimical. But a few thousand feet of celluloid film in a metal container can be sent to the ends of the earth to speak the language which everyone understands, civilized or savage—the language of pictures. Under the benign influence of familiarity with one another, no matter where we may dwell or how we may speak, the world is bound to grow better, I believe, and this is one of my greatest hopes for the motion picture."

So much by way of background and development against which may be displayed the new condition of the pictures as a trade and political factor. Keep in mind, if you will, the successive stages of this new element in the world. First a peep show, then a domestic and popular form of cheap entertainment, then a world-wide amusement and one of our first dozen largest industries. It is pertinent and relevant to note just here that the makers of pictures have never thought of themselves or of their product as part of an art, trade, craft or profession. To themselves, they have always been an industry, and it is as an industry exporting a manufactured product that apparently cannot be made elsewhere with equal success that they now disturb the foreigners whose quest is international trade.

Germany is the sore spot in Europe just now for the American picture makers. Before the war it was complained of the Germans that they were not square shooters in going after foreign trade. The German trader and his government were usually hand in hand. The power of government was used to force a way and make a place for the distributor of German goods. Apparently the old methods have not been abandoned in the postwar effort to recover trade.

The motion-picture industry in Germany, for example, has been put in a very special position to guard it against competition from abroad.

Germany's One-for-One Plan

The reason for this is both economic and political. While the war was in progress and Germany was isolated, the German Government, as one of the measures to maintain morale among the population at home, induced the German banks to finance and keep alive the motion-picture industry. It was classed as one of the necessary industries there just as it was here. In pursuance of this governmental demand and policy the banks advanced money to the picture makers. Through this beginning the banks have become closely allied with the German industry and the government is supporting and helping the banks. The largest and most formidable motion-picture producer in Germany is the UFA. It dominates the industry. It appears from trustworthy reports that the powerful Deutsches Bank owns about 87 per cent of the UFA stock. The UFA is protected by the government, not by a tariff but by an ingenious contingent-compensation system, or, as it is commonly known, one for one. The scheme is this:

All goods imported into Germany are on a tariff basis except films. They are in a category alone. The present system of regulating film importations is to grant permits to bring in a foreign picture—that is, in effect, an American picture—only to German renters who exhibit a compensation German film produced in 1923, 1924 or 1925 and censored in 1924 or 1925. This means, roughly, that only one foreign film of standard length can be brought into Germany for every domestic film produced; that is, one for one. But there is a joker. There is no provision in the law that these licenses to import held by the German producers must be used to bring in foreign pictures. Conceivably, domestic producers in Germany can let their licenses lie dormant and thus restrict importations and control prices and exhibitors at will. It is this condition and situation that is causing the American industry some concern. A fair-minded man, who has given the situation abroad first-hand study in behalf of the American producers, tells me:

"The present German import restriction on foreign moving pictures, although unusual, cannot be defined as a discriminatory measure directed against the American moving pictures in particular. Its practical effect, however, if maintained long enough, will be discriminatory in a dangerous degree.

"The German film producers, as well as the government, feel that the recovery of their moving-picture industry demands the maintenance of the present contingent-compensation system or the import of one foreign feature film for each one domestically produced. If this conclusion is carried into effect again in May or June, 1925, when the present importation regulations expire, it is their own economic affair. Our Government cannot interfere except to make protest; nor can it retaliate under our present tariff laws by raising import duties on some special German product to our country."

Eliminating Our Pictures

"The government and all of the German industries are anxious for a home film industry as an advertising agency for their goods in all markets. Germany's national trade supremacy in the past was to a great extent based upon trusts and monopolies. It is apparent in the film industry that the German Government is favoring the development of one powerful concern into a great monopoly for trade purposes. It has been able to force its government to establish and maintain import measures that have shifted from the government into its own hands most of the power for regulating the import of foreign pictures into Germany.

"To what [illegible] this concern will use its power can only be guessed by observing its policies and general tendencies. By virtue of its own large production, purchases of others and ownership of key theaters, it now practically controls the German market for domestic films. By virtue of having in its possession this great number of German films, it can import an equal number of foreign pictures. These facts, coupled with its control of key theaters, will soon place it in a position to dictate to all German exhibitors. It, I believe, is making good money on imported American films; but each year it considerably increases its own domestic output and the time will soon come when this concern will be making enough German films, with a booking control of its theaters, so that it can begin to cut down on the importation of American pictures.

"As yet, the present system does not work any great hardship on the admission of a fair amount of American pictures, except for the annoyance of a market full of trade obstacles. The unusual protection thus given by the one-for-one system, if continued, would artificially aid this one company to become strong enough to control the German market for itself and gradually to eliminate from it the major portion of American pictures. The German Government is naturally in favor of promoting this effect for the success of its own film industry and to provide a free advertising agency for German goods in our markets, and the elimination, as far as possible, of the same agency for American goods. Further, the success so far of the contingent-compensation system in Germany in protecting its film industry has had the spreading effect of causing other foreign governments to take tentative measures by legislation on other measures for the same purposes. For these reasons the American industry is concerned and is considering what steps to take for its own protection."

In some quarters in the American picture industry warm feelings are expressed because of the belief that the German film

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makers are being financed and assisted with American money loaned to the German banks. Those who entertain this belief are considerably exasperated at the spectacle they see of American money being used indirectly to hurt an American industry that is doing so much to advertise this country and its products all over the world. It is probable that this angle of the situation will be more widely disclosed and exploited if some change is not made in the German import regulations.

Many persons in the industry here who are interested in this phase of the foreign condition quoted to me with approval these words from an editorial in THE SATURDAY EVENING POST of May twenty-third last:

"A certain volume of American foreign loans has been indispensable to economic recovery of the world, but the time has come when thoughtful consideration should be given to the subject, in order that specific American interests shall not be jeopardized. . . . Beyond this point . . . it would tend to build up abroad competitive powers in a manner that American industries would regard as dangerous."

That condition some of the men interested in the foreign trade of the picture industry now maintain is being reached in Germany. Representations have been made by the industry here directly to the German Government. The next step will depend upon what attitude is taken by the Germans.

The American producers are asking that our films be allowed to enter Germany on a straight tariff basis and on equal terms with German products coming into this country. It is a matter to be settled before May, 1926.

The situation in England as affecting American films is not so acute and lends itself to amicable settlement by mutual agreements and accommodation. In the United Kingdom 85 per cent of the films shown are American—this is also the average throughout the world—10 per cent are those of other countries and only 5 per cent are British.

The British Producer's Plight

This virtual elimination of the British film in its own home market is one cause of the present agitation in Parliament, among traders and in other quarters in England. The Federation of British Industries has been active in trying to find a remedy for the condition. It recently summoned a conference of national organizations to examine and discuss the situation and to find a suitable basis upon which to ask government assistance. Bodies were called in representing among others such diverse interests as these: British Empire League, Empire Development Union, Society of Authors, Playwrights and Composers, Association of Head Masters, National Union of Teachers, Navy League, Overseas Club and Patriotic League, Royal Colonial Institute.

In a formal memorandum it was pointed out to the government that: "It is generally agreed that the film has enormous power in influencing the masses, and especially the growing population throughout the empire. In the United Kingdom alone it is computed that 20,000,000 people visit cinemas"—that is what the English call movies—"each week.

"That this powerful influence should be directed from foreign countries and convey the ideas and customs of those countries instead of those that are British is deplorable.

"The proposal favored by the Federation and its associated bodies . . . is that the exhibitor shall, by legislation, be required to show a reasonable percentage of British films in his program. The German proportion of 50–50 imposed on their distributors is too large, as the necessary number of British films do not at present exist, but the percentage might start at one in eight for twelve months, then three in eight for a further three years, after which this provision could be reconsidered. This provides for a maximum quota of 37.5 per cent, and only for a limited time."

To this juncture the British film producers have not been able to exert enough influence to get the assistance they have brought from their government. It seems quite reasonable to believe that the Baldwin government feels that in paying a subsidy or bounty to the coal operators and a dole to the unemployed it has quite enough of that sort of thing without taking over the partial support of the cinemas.

The plight of the British producer is further accented by the quite frankly expressed preference of the British public for American movies. Once, in England, it used to be asked, "Who reads an American book?" The posture has changed now, and they ask, "Who sees a British motion picture?"

In a recent issue of so reputable a journal as The Spectator this aspect of the whole condition is frankly conceded by a contributor. As, for example:

"The reputation and civic importance of the cinema are just now being discussed in every kind of building where newspapers are opened. It is as though no one had realized until now that over a third of the population goes to the pictures every week of the year, or that at least three-quarters of the films they see are of American origin. I suppose people did vaguely realize that British films were few; even now they hesitate to admit that British films are—with the exception of travel pictures—mostly unattractive."

Fair-Minded Criticism

"But no prejudice need make us forget that when one talks of films one really means American films, which compose the major part of our programs here and an increasing proportion of French, German, Indian, Japanese and colonial programs. That is why I view with such misgivings any attempt to assist British films by excluding by taxation or otherwise those from the United States. Take away American films and you close the cinemas. It is true that many of their films are vulgar and stupid, but, as literature is not disgraced by the existence of penny horribles or the drama by idiotic plays, the cinema as a whole, and the American contribution generally, cannot be written off on this account. Also the public happens to like American films and the public has a right to the amusements it prefers. As a pleasure-loving member of the public, let me confess that wild horses would not drag me to see the average British film while there was an American picture to be seen, or, indeed, in any case.

"After the last terrible earthquake in Japan, the first step of the government there was to have all available picture houses opened again. They wisely acknowledged the undeniable calmative value of the moving picture as a relaxation for nerve-racked humanity. We are all of us, today, more or less nerve-racked; and I suggest that the cinema, and therefore American films in particular, do far more social good than they do harm.

"Of course it is perfectly true that they also publicize the United States better than any other agent could do. The world is constantly offered a picture of an America which is hard working and prosperous, where mechanics possess cars, and one concludes that such a country is inventive, enterprising and very rich.

"How can we best encourage a revival of the English film? Hardly by excluding those of other countries. I think the first necessity is to realize our own weakness and to face the fact that our films are bad; that they are nearly all boring, poorly conceived, wretchedly directed, hopelessly acted and abominably photographed and titled. Even if money is raised for increased production here, as I am sure it will be, it will be a long time before we can make sound and entertaining films, simply because there has been

Walk-Over

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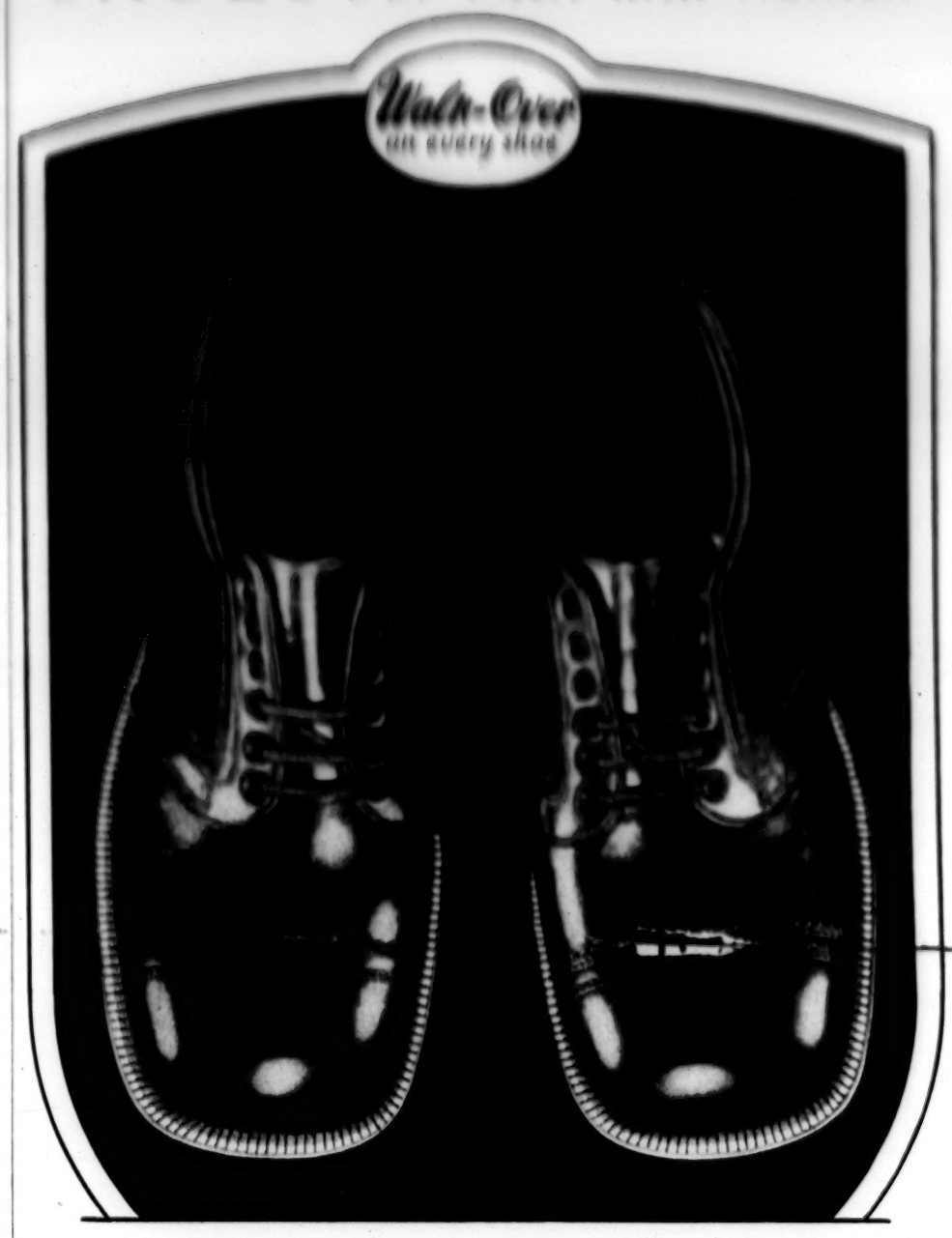

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Stroll down the street in style as new and pretty as the youngest star in Hollywood. Tramp through winter in shoes that keep their shape and style because they are built with Walk-Over personal, uncopyable, comfortable fit. Geo. E. Keith Company, Campello, Brockton, Mass.

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PREMIER TRAIN TO SOUTHERN CALIFORNIA

"Yes, my dear, you have all the intimate comforts and conveniences of home on the Los Angeles Limited. Really, we think it's the finest train we ever rode on."

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YOU'LL like the LOS ANGELES LIMITED—its complete appointments and its atmosphere of luxury. Club and observation car, barber, valet, bath, maid, hairdressing and manicure service, and delicious dining car meals.

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Four other trains daily from Chicago direct to California; two to Denver with connections for California. Excellent through service from St. Louis and Kansas City.

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Ample accommodations—hotels, apartments, bungalows at all prices. Excellent schools. Handsome California books free upon request.

UNION PACIFIC

no continuity of experience here, whereas in the States men and women in thousands have grown up learning the business of film making.

"But, once more, we shall never succeed if we seek to beat America on her own ground, short of importing American producers, studio staff and stars in bulk; nor shall we succeed if we attempt obvious counter propaganda. Our propaganda must be of the subtler kind achieved by Charles Dickens, one of the best publicity agents this country—or, indeed, for that matter, the world—has ever seen."

Such fair-mindedness—and the whole attitude of the motion-picture industry in England—is so reasonable as to lead the American producers to believe that some amicable adjustment can be made and a jointly satisfactory relationship established. All the producers here with whom I have talked are agreed that it is not to their interest to seek to establish a monopoly of American films in Britain. They think it most unwise to oppress or try to drive out the British producer. But he must learn to make better films and more interesting films before he can be helped in his distribution or offered a participation in the American market. That, however, is solely a problem of the motion-picture men and is not affected with a public interest. We shall continue to go to pictures if we like them and to stay away if we do not like them.

There is a wide difference, as you will have perceived, between the German and the British treatment of the American picture producer. The German has erected obstacles and barriers to our films which he does not oppose to any other import from this or any other country.

French officialdom and French producers are apparently no more pleased with the preponderance of American films than their neighbors, but they are not in a position at this juncture to do anything about it. France has more vital and pressing affairs in hand than fighting our movies. She is seeking to arrange her war debt to us. She is borrowing money, she is not ready to take any arbitrary action against our films. Undoubtedly when the moment comes and the French are free of other anxieties they will endeavor to supplant our pictures in France with their own. That is not to say, by any means, that they will succeed.

What the Picture Fans Prefer

For whatever may be said about our movies, the stubborn fact stands up that millions of all sorts of people all over the world like them and are willing to pay habitually and constantly to see them. Neither in Germany, England, France, Italy nor Scandinavia can they make pictures with such a universal appeal. I will not be put in the light of a defender or champion of the quality of the American movie; I am not a fan. But their world dominance is an incontestable fact. They are popular, they are affecting trade, they are coloring the minds and changing the desires of foreign peoples, they are the most vivid and potent projection—however distorted—of life in the United States that foreigners receive. The stay-at-homes abroad get their conception of us from our pictures. Whether that condition is or is not deplorable, it is a proved fact.

Now what is the secret of this great popularity and success? It is built on a firm economic basis. For that, the motion-picture industry can take no credit. Lady Luck dealt our producers a hand all aces. The great domestic market afforded in the United States makes it possible to have $1,000,000 superfeatures. Here we have 40 per cent of all the motion-picture theaters in the world. The average weekly attendance at these theaters in the United States is something more than 50,000,000. This great throng pays admissions of about $600,000,000 annually. That is the solid-rock basis on which the American producer has built his world-wide dominion.

With this great supporting, pleasure-loving, money-spending public at home he can afford to experiment, to develop, to lavish expenditures on his productions. If he only just breaks even on a $1,000,000 picture at home, he is still in a comfortable position, for he can count on his export for a profit. It is this domestic market, which no foreign producer has, that gives our industry its solid base. The figures prove it. In 1919-4, 32,000,000 linear feet of film were exported. In 1923, 200,000,000 feet were sent abroad. On the other hand, only 425 foreign pictures were sent here in 1923, and of these only six were sold and exhibited. The number of imported films has increased in the past three years, but the proportion of imports to exports remains about the same. The foreign and the domestic fan are as one in preferring the American picture to all others.

Films With Happy Endings

Now what quality is inherent in the American picture that causes every sort of foreigner—English, German, French, Italian, South American, Central European and Asiatic—to prefer it to his own? What is it in the American picture that has made it a trade and political factor? There is no definite answer, but the industry offers suggestions and possible explanations. One of these, made to me, is this:

"There is no laughter in the European films. They lack gayety, light-heartedness, sprightliness. They do not portray happiness. There is not in them anywhere any sense of irresponsible children at play. These lacking qualities are supplied in almost every American film. Our pictures show people having fun. They reflect freedom, prosperity, happiness, a higher standard of living in clothing, houses, interiors, motor cars—all the material appurtenances of good living.

"The European intelligentzia criticize the happy endings of our stories as bad art. But to peoples recovering from the shock of war, and whose financial, economic and social problems are not yet solved, these happy pictures are beacon lights of hope. They seem to show the way to peace, prosperity and happiness. They make the spectators forget their cares and worries and anxieties. They bring relaxation and give entertainment. They are an escape from the daily routine of work. They open a fresh new world of play where there are no class restrictions or the inertia that comes of despair. That is why American pictures are popular abroad. I think, too, we know more of what can be done with the camera."

It may be that that is the true reason. We are at that particular period of our history and growth that gives us happiness in youth and strength and wealth. We are an extraordinarily fortunate and blessed people. Not all of us realize it. But the rest of the world does and is constantly reminded of it by our movies. It has awakened desires in them for some of the things we possess. That is what has made the movie a factor in trade and in our international relationships. That is why trade begins to follow the film.

And it all began as a five-cent peep show. An astonishing evolution, isn't it?

1425 Lenox Ave.
Bethlehem, Pa.
Nov. 8, 1924

Carol Dempster
Paramount Studios,
Astoria, L.I.
Dear Carol Dempster;
I thought you were marvelous in America and Sally of the Sawdust. Will you please send me your picture? Please send it to Virginia Greetham, 1425 Lenox Ave. Bethlehem, Pa.

Sincerely,
Virginia Greetham

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Master
19 Greenwich Street
New York, N. Y.
Tel: 123 Cor Park

HUGH G. HARRIS, Treasurer
19 Rector Place
New Rochelle, New York
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WILLIAM C. BUCHMAN, Secretary
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1102 Washington Street
Hoboken, N. J.

Atlas Lodge, No. 316, F. & A. M.

Stated Communications First and Third Fridays
Masonic Hall, Fifty West Twenty-Fourth Street

December 9, 1905

Mr. David W. Griffith
1476 Broadway
New York, N. Y.

Dear Sir & Brother:—

At a Communication of Atlas Lodge #316 F. & A. M., held on Friday evening, Nov. 6, 1905, we had the pleasure of listening to R. W. Meyer B. Cushman, who gave a lecture of the life of Bro. George Washington; "The Man and Mason" which was very interesting and instructive and the picture very beautiful.

We were informed that through your kind efforts the production of this beautiful picture was made possible. I was therefore as Secretary, directed by the unanimous request of the Brethren of Atlas Lodge, to extend to you their hearty thanks, and to assure you that your kindness was very much appreciated.

Cordially & Fraternally Yours
Wm. F. Boehmer,
Secretary.

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EDWARD C. RAFFERTY
JASON H. ELLIOTT

IN RE JOLSON CASES

Jolson cases
179

November 9, 1925.

Mr. Albert H. T. Banshaf
130 West 42d Street
New York City.

My dear Mr. Banshaf:

Mr. Burkan has demanded a bill of particulars in these cases. The bill ought to be prepared with some care and thought, as the success of the trial may be greatly prejudiced by the bill of particulars.

Mr. Malevinsky has suggested -- and it sounds to me like a good suggestion -- that you and Mr. Griffith, Mr. Kelly and ourselves sit in at a conference and prepare these bills. If you can meet us here at our office, say at eleven o'clock Wednesday morning, I wish you would arrange to do it.

Will you please let me hear from you?

Kindest regards,

Sincerely yours,

Arthur F. Driscoll
OD

Referred same to Guy G. Phelps

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. F. BANSHAF, SECRETARY
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76

November 9, 1925.

Mr. A. H. F. Banshaf,
130 West 42nd St.,
New York, N. Y.

Dear Mr. Banshaf:

The H. C. Miner Company phoned me about shipping the order as per the attached letter. I instructed them not to ship as according to my records the rights to Babylon and Mother in Mo. are not owned by anyone at present. Quite some time ago the Peacock Productions, Inc. had the pictures on a distributing basis there, but if you will remember after a great deal of trouble we instructed them to return all prints which they did. Evidently this party has obtained prints somewhere and are distributing the picture or else they would not be asking for posters.

Will you kindly take this matter up direct with them or through the Hays office. If they are distributing the pictures, we can seize same if we can get someone to book out there for us.

Very truly yours,

CC

November 9, 1925.

Dear Marie:

Miss Conway handed me your letter. My right hand shakes so severely owing to my nervous condition that I am unable to write. I have been in a sanatorium for a long time and I feel much improved. I have gone through some very bad times, but I am getting much better now and expect to leave the sanatarium in another month, and I will certainly be glad to get out ofthat place. Of all the horrible places in the world, a sanatarium is the worst. Totenanstalt, I call it.

I will not be able to come to Germany until the latter part of 1926, and when I come there I hope to see you well.

I send you my very best wishes and regards, and hope that everything goes well with you.

Your brother,

JCM/CC

MURRAY HILL 9878

MOTION PICTURE CAPITAL CORPORATION
21 EAST 40 TH STREET
NEW YORK

WILLIAM H. WALKER
ASST TREAS

November 9, 1926

D. W. Griffith, Inc.,
1476 Broadway,
New York City, N. Y.

Gentlemen:

We enclose salary check for $1,000.00 on Mr. Griffith's account from a deposit made by Famous-Players Lasky Corporation in the Chase National Bank.

Yours very truly,

MOTION PICTURE CAPITAL CORPORATION
By Wm H Walker
Asst. Treas.

FS
Encl.

124

November 10th 1925.

Diamont Film Company of America, Inc.,
John Street,
West Fort Lee, New Jersey.

Gentlemen:

This acknowledges receipt of payment of $50. on account of the third weekly payment of $150. evidenced by your promissory note in the principal sum of $150. This payment is accepted on account of the said promissory note, payment of which was due on the third day of November, and leaves a balance still due on said note of $100. and is further accepted upon the understanding that it is without prejudice to any rights which we have by reason of the chattel mortgage executed by you to secure the payment of a series of notes totaling $1700. heretofore given by you.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By_____
Secretary.

R:GDM

November 10., 1925.

American Express Company,
Basle, Switzerland.

Gentlemen:

I enclose herewith check for forty-eight francs in payment of storage on my trunk for six months beginning Nov. 30, 1925. Kindly mail me receipt to the above address, and oblige

Yours very truly,

J. C. Epping.

JCE/CC

76

November 19th 1925.

National Film Brokers,
1710 West 45th Street,
Kansas City, Missouri.

Gentlemen:

Will you kindly advise me by return mail by what authority or under what agreement and with whom you have been authorized to distribute the pictures "The Fall of Babylon" and "Mother and the Law", also sending me a copy of your authorization. I represent Mr. D.W.Griffith the owner of these pictures.

Your prompt attention will be appreciated.

Very truly yours,

R:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

WILLIAM C. ALEXANDER
President

UDO M. REINACH
Treasurer

LEOPOLD PHILIPP
Financial Sec.

HECTOR FULLER
Executive Secretary

Associated Business for a Better New York

1545 BROADWAY, NEW YORK CITY
TELEPHONE COLUMBUS 1040

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EDWARD ROCHE
J. IRVING WALSH
GEORGE WISE

November 11, 1926.

D. W. Griffith, Esq.,
c/o Paramount Pictures,
485-5th Avenue,
New York City.

My dear D. W.:

I want to recall to you a chat I had with you a week or so ago in which I suggested how profitable a road tour of your pictures would prove. The clipping from Monday's "World", which I enclose, shows you that others have had the same thought.

I really do believe that the time is ripe for such a revival. You could organize a D. W. Griffith Orchestra to travel with the films so that each story would have the appropriate setting. Many of the musical compositions, I know, are by yourself.

I am so much interested in this matter that I would like to have a talk with you about it some time at your convenience. In spite of the fact that I am pretty busy, I should very much like totell you what I believe can be done in a publicity way for such a revival tour. We could get the backing of Will Hays, I am sure.

Please drop me a note when it would be convenient for you to see me and I will call on you at any time. I am very glad that you are so happily busy and that your name still stands for the very highest thing in Motion Pictures in America.

Very sincerely yours,

Hector Fuller.

HF:RW

THE International Film Arts Guild has received many lists of ten best motion pictures which the writers would like to see revived and placed in the Guild's proposed repertoire of films. The four films most in demand are "The Cabinet of Dr. Caligari," "Broken Blossoms," "The Last Laugh" and "The Kid." Negotiations for a theatre are under way and it is probable that "The Cabinet of Dr. Caligari" will be the first offering.

M. Leonce Perret, who helped make the world cinematic crazy last year, has a favorite French masterpiece which he hopes to see in the Guild's repertoire, "Old Bill," based on Anatole France's story, "Crainquebille," which Hugo Riesenfeld brought to the Rialto several years ago.

Other films suggested for revival include "Ann Christie," with Blanche Sweet in the title role, and Ramon Novarro's "Scaramouche." And because Mary Philbin is soon to be seen in a new version of "Stella Maris," there is support for the revival of the "Stella Maris" Mary Pickford made several years ago.

* * * * *

A DIFFERENT variation of the repertoire idea is a suggestion to this department that there would be demand for a theatre showing each of D. W. Griffith's pictures and nothing else. Perhaps there would be, but Mr. Griffith is one of more than one place in any inclusive repertoire of good films.

And a third suggestion for showmanship, which would at least make an interesting experiment, comes from A. J. G. When he goes to see a new film by an established star he would like to see a reel or two of typical scenes from earlier productions that would show the growth and development of the star and indicate the versatility of the actor.

There are stars who could endure such a test—Lon Chaney and Lillian Gish, for example. But it would be easier to compile much longer lists of players who have done much the same thing over and over again with only a minimum of change in plot, theme and scene.

Rightly or wrongly, motion picture producers believe the public likes to see the old reliable heroes continuing to be noble and self-sacrificing, leaving all the dirty work of the films to the screen villains who are well established in those roles. The last year or so seems to have brought a certain amount of relief from this condition. Some of the more ambitious stars have struck out with intent to get out of the rut. Gloria Swanson tried in "The Coast of Folly," but with only indifferent success as far as the public response is concerned. It is possible the public is quite as much to be blamed as the producers.

Form 1204

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1450 Broadway, New York ALWAYS OPEN

B176N CGO 12

HOLLYWOOD CALIF 1117A NOV 12 1925

ALBERT GRAY 800

CARE D W GRIFFITH INC LONGACRE BLDG NEWYORK NY

TAKING UP MATTER DARKER SELF WITH HAMMONS TODAY BY WIRE KINDEST REGARDS

JACK WHITE

242P

BELASCO THEATRE

FORTY-FOURTH STREET, NEAR BROADWAY
NEW YORK CITY

Nov. 13, 1925.

Under the Sole Management of
DAVID BELASCO

Mr. D. W. Griffith,
Longacre Building,
City.

Dear Mr. Griffith:-

Mr. Clarke, who has been with me for a long time, and for whom, unfortunately, I have no part in my new production, informs me that he has made application for some picture work in "The Sorrows of Satan". If you can place him in any way I would personally appreciate it. If I may say it, his work on the screen is even better than on the speaking stage.

With kind personal regards,

Faithfully yours,

David Belasco

G/4

153

November 13, 1925.

Mr. Hiram Abrams,
6633 Franklin Ave.,
Hollywood, Cal.

Dear Mr. Abrams:

I have just returned from Europe, and was sorry to hear of your not being well, but trust that ere this reaches you, you will have regained your customary health, and that it may so continue for a long time to come.

The object of these lines is to write to you about the matter of "One Exciting Night". You no doubt know of the controversy between our lawyers, and up to now I have been satisfied to be patient in the matter, but unless there are further proceeds forthcoming within a short time, I will have to tell my lawyer to be active, which would mean something that I don't think any of us would relish. Won't you please take up this question and let me hear from you without delay?

With kindest regards,

Yours truly,

(Signed) Eli H. Bernheim.

124

November 12th 1928.

Messrs. Furst & Furst,
164 Market Street,
Newark, New Jersey. Attention Mr. George Furst.

Gentlemen:

I am enclosing herewith copy of Chattel Mortgage in favor of D.W.Griffith, Incorporated, executed by Diamont Film Co. of America, Inc. , the original of which was filed in the office of the County Clerk of Bergen County on Friday, October 16th 1925. There has been paid on the total amount of $1700. due on account of the mortgage the sum of $350., leaving a balance still due on account thereof of $1350.

Pursuant to our telephone conversation this morning, will you kindly take the necessary steps to protect our client's interest in this matter.

If there is anything further that you require, kindly advise.

Very truly yours,

R:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

WEEKLY BUDGET AND ANALYSIS OF EXPENSES

Week Ending -- November 13th, 1925.

Theatre---REGENT City---OTTAWA

Seating Capacity		Admission Prices	
Main Floor		Matinees	
Balcony			
Loges		Nights	
Total			

ATTRACTIONS:

SALLY OF THE SAWDUST

EXPENSES	
Rent	485.93
Fixed Charges	102.03
Booking Fee	50.00
Orchestra	360.00
House	273.00
Feature Films	300.00
Short Subjects	30.00
Acts	
News. Adv.	206.10
Misc. Adv.	39.99
Light } Power }	29.36
Heat	
Water	
Misc.	42.15
Total	1,918.56

Receipts from Admissions

Saturday--Matinee		80.55
	Night	194.49
Monday	Matinee	214.82
	Night	226.59
Tuesday	Matinee	28.90
	Night	88.57
Wednesday	Matinee	38.22
	Night	101.98
Thursday	Matinee	36.29
	Night	136.26
Friday	Matinee	34.52
	Night	107.60
Saturday	Matinee	
	Night	

Total------1,288.79
Expenses---1,918.56

Loss--------629.77

105

November 15th 1926.

Mr. J.C. Spring,
Treasurer, D.W.Griffith Incorporated,
1476 Broadway,
New York City.

On behalf of D.W.Griffith Incorporated, will you kindly visit the Canadian offices of the United Artists during the next succeeding Winter months and examine their records relative to pictures which they are handling for our Company and make such reports as you may deem necessary under the circumstances.

Very truly yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Irving M. Lesser

Mr. D. W. Griffith,
Famous Players-Lasky Corp.,
Astoria, L.I.

Dear Mr. Griffith:-

I appreciate very much your kind expressions and appreciate your desire for the success of my new Capitol Theatre at Haverstraw, New York, as expressed in your recent telegram.

Permit me to thank you for these kind thoughts. It will be a source of great pleasure to receive an autographed photograph of yourself which I can have framed and placed in the lobby.

Appreciating your past generosity, and with best wishes, I beg to remain

Sincerely,

Irving M. Lesser.

IML:RU

1540 Broadway,
New York City.
Nov. 13th, 1925.

10M D. P.

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. Lloyd

From C. M. Conway

Date Nov. 14, 1925.

Time

Reply to

Mr. Griffith wants you to see this man.

Letter sent on 15th November
JMC

10M D. P.

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. Lloyd

From C. M. Conway

Date Nov. 14, 1925.

Time

Reply to

Mr. Griffith wants you to write the gentleman.

Michael Angelo Mancuso
Principe D'Italia
D'America
McKee Rankin Rc

Please make all replies on back of this memorandum.

November 14, 19 6.

Miss Lois Moran,
124 East 40th Street,
New York, N. Y.

Dear Madam:

Replying to your recent letter to Mr. Griffith, Mr. Griffith wishes me to advise you that he has not as yet definitely decided when he will start his new production "The Sorrows of Satan". However, I will keep your letter on file and call same to Mr. Griffith's attention when he does start to cast the picture.

I am returning herewith, in the meantime, your photographs.

Very truly yours,

Secretary to Mr. Griffith

CC/S

November 14, 1926.

Wm. F. Boehmer, Sec'y,
Atlas Lodge, No. 310, F. & A. M.,
50 West 33rd Street,
New York, N. Y.

Dear Sir:

Mr. Griffith wishes me to acknowledge your letter of appreciation dated November 9th, and to say he is glad the members of Atlas Lodge enjoyed the showing of the picture in connection with the lecture on "The Life of Bro. George Washington, the Man and Mason".

Very truly yours,

Secretary to Mr. Griffith.

CC/S

69.

"BIG BARGAIN SALE" ACCOUNT TO NOV. 14TH. 1925.

Due Producer.		Paid by Aust. Corporation.	
Amount due Producer as of Nov. 7th. account ---	£677. 10. 11	Amount paid by Aust. Corp. as of Nov. 7th. account --	£671. 8. 9
70% share of film rentals for week ending Nov. 14th.	4. 11. 0		
Total due Producer ---	£682. 1. 11	Total paid by Aust. Corp. --	£671. 8. 9

Total due Producer ---	£682. 1. 11
Total paid by Aust. Corporation	671. 8. 9
Balance due Producer ---	£ 10. 13. 2

4

UNITED ARTISTS (AUSTRALASIA) LIMITED.

FILM RENTAL REPORT

"MEN DARED MORE"
(Name of Production.)

WEEK ENDING ..... [illegible] 1932 ..... 194 .....

Contract Number	THEATRE	CITY	STATE	PLAY DATES	Length of Run Days	RENTAL		
245	Marshalls	Sutherland	N.S.W.	Aug. 1	1	2	10	0
232	Lyceum	Junee	"	Oct. 31	1	1	15	0
245	St.Thomas	Rugby	Vic.	" 28	1	1	0	0
28A	Athenaeum Hall	Terrenenge	"	" 20	1	1	5	0
						6	10	0

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

124

GEORGE FURST FRED FURST

LAW OFFICES OF
FURST AND FURST
100 MARKET STREET
NEWARK, N.J.
TELEPHONE [illegible] MARKET

November 14, 1925.

Banzhaf & Pembleton, Esqs.,
130 West 42nd St.,
New York City.

Re: Diamant Film Co. of America.

Gentlemen:

We beg to acknowledge receipt of your letter of the 13th inst. enclosing copy of the chattel mortgage.

Under our chattel mortgage law, every chattel mortgage must have annexed to it an affidavit by the mortgagee setting forth the true consideration; otherwise, it is void against a creditor. Of course, it is good between the immediate parties, to wit: the mortgagor and the mortgagee. Will you, therefore, advise us whether or not the original has such an affidavit?

In the meantime, we prepared a common law claim of property, which we served on the Constable who has charge of the distress proceedings. The sale is advertised for November 24th.

We spoke to Percivel E. Jackson today, and he informed us that he had arranged for a conference for Monday, and requested us to hold in abeyance any further proceedings until we hear from him.

We shall be pleased to further advise you.

Yours very truly,
Furst & Furst

GF/ML

LAW OFFICES OF
LOYD WRIGHT
SUITE 606-610 CURRIER BUILDING
LOS ANGELES, CAL.

November 14th, 1955.

Mr. Albert H. T. Banshaf,
Counsellor-at-Law,
130 West 42nd St.,
New York, N. Y.

Dear Mr. Banshaf:-

I am enclosing herewith New York draft in the sum of $1500.00, made payable to D. W. Griffiths. They put an "s" on the name by mistake, but I suppose that will make no difference whatever in D. W.'s cashing the check.

The agreement which I signed contemplates the payment to the stockholders in the event a further distribution should be made, so I feel that we are getting the best possible thing for him.

Trusting this is satisfactory, and with kindest personal regards, I am,

Sincerely yours,

Loyd Wright,

LW/AG
Enc -

C O N T R A C T

Nov
1925

ALL FLORIDA LAND CO.

and

DAVID WARK GRIFFITH

#141 A.B
#136

#136
(2nd copy)

THIS AGREEMENT made and entered into this 14th day of November, 1925, by and between the ALL FLORIDA LAND COMPANY of Miami, Florida, party of the first part, and DAVID WARK GRIFFITH, of New York City, N. Y., party of the second part, WITNESSETH:

WHEREAS the first party is the owner in fee simple, or will acquire title, of twenty thousand (20,000) acres of land at and adjacent to St. Andrews Bay, located in Bay County, Florida, and proposes to organize a corporation under the laws of the State of Florida, to be capitalized at Ten Million ($10,000,000) Dollars, all common stock, each share to be of the par value of One Hundred ($100) Dollars, and proposes to sell a sufficient quantity of said stock of said proposed corporation to purchase said property, and said property will thereupon be conveyed to said corporation so proposed to be organized, free and clear of encumbrance; that it is proposed that when said property is purchased and title taken in said proposed corporation, that the same will be subdivided and a city formed and oranized; and the said first party agrees to raise from the capital stock of said corporation to be formed, the funds necessary for that purpose.

That the first party further proposes and now offers to said second party Two Thousand (2000) shares of the capital stock of said corporation, fully paid and non-assessable, for the right and privilege to use the name of said second party in connection with said corporation, and with the purchase and subdivision of said property and theorganization of said city, in any legitimate way, and for appropriate advertising and propaganda; that said first party further proposes and

agrees that out of the funds to be raised from the sale of said stock in said proposed corporation, to erect a moving picture studio at such time and place as required by the second party hereto, fully equipped for the taking and making of moving pictures, and the second party shall, without cost or expense, have the use of said studio for the making of moving pictures whether said corporation shall become interested in the making of moving pictures or not.

IT IS FURTHER AGREED that the said second party, or such other person as he may nominate and appoint, shall be a director of the corporation to be formed, so long as the said second party continues a stockholder in said corporation.

IT IS FURTHER AGREED that the buildings to be erected in said proposed city to be formed and organized in said subdivision will be of unique style of architecture, under the supervision of an architect and engineer to be employed by the corporation, with appropriate restrictions and of uniformity of design.

IT IS FURTHER AGREED that the said first party shall have charge of the sale of the lots in said subdivision, upon prices, terms, commissions and conditions as agreed upon between said first party and the Board of Directors of the corporation proposed to be organized.

IT IS FURTHER AGREED that the second party hereto will, in so far as he can, advance the interests of said corporation, promote and advertise the same, and when proper will use the studio to be erected upon said property for the making and taking of moving pictures, and will interest other producers to do likewise, and will use his reasonable efforts to

induce other well known moving picture stars and producers to interest themselves in said corporation and to make use of the outside in their moving picture enterprises.

IT IS FURTHER AGREED that said two thousand (2000) shares of the capital stock shall be issued to the said second party hereto within a reasonable time after the formation of said corporation, to be made in his name or in the name of such other person or persons as he may designate.

IT IS FURTHER AGREED that the said second party may elect to take two hundred fifty (250) acres of land at the agreed price of Two Hundred ($200) Dollars an acre, in or adjacent to said subdivision to be formed and organized and on or continguous to St. Andrews Bay, in lieu of Fifty Thousand ($50,000) Dollars of said capital stock; and will accept in case he elects to take title to said two hundred fifth (250) acres, to accept One Hundred Fifth Thousand ($150,000) Dollars of said capital stock instead of Two Hundred Thousand ($200,000) Dollars worth thereof, at the par value of One Hundred ($100) Dollars a share.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals the day and year first above written.

ALL FLORIDA LAND COMPANY

BY_____

_____(SEAL)

It is proposed by the MAJESTIC HOMES CORPORATION of Florida, providing MR. D. W. GRIFFITH will consent to locate his southern headquarters on the property of the aforementioned Company, and lend to their enterprise the use of his name, they will

FIRST: Set aside one thousand (1,000) shares of the capital stock of the aforementioned company, of which there is a total of fifty thousand (50,000) shares. Said shares are of no par value but are based upon the actual value of the properties, together with the other assets of the Corporation. It may be said that the shares are worth One Hundred Twenty Eight and 50/100 ($128.50) Dollars per share.

SECOND: To construct and equip the studio, not to exceed in cost One Hundred Seventy Five Thousand ($175,000) Dollars, and to deed same to Mr. Griffith, together with twenty five (25) acres of land, the studio, however, to occupy some portion of said twenty five (25) acres. The said acres may be distributed over the area of the development.

It is here suggested that said acreage is considered in the light of lots and that the same will total one hundred (100) lots, assuming that five (5) acres of the twenty five (25) acres is dedicated to studio purposes. Lots are being sold at prices ranging from Three Thousand ($3,000) Dollars to Six Thousand ($6,000) Dollars, thus at an acreage of Four Thousand ($4,000) Dollars per lot, it is estimated that this would be worth, when sold, in the gross approximately $400,000.

The MAJESTIC HOMES CORPORATION desires that Mr. Griffith make a tour of inspection of not only the property of the Corporation but of the State itself, of which they are willing to defray all the expenses incident to Mr. Griffith and his party and to pay Mr. Griffith for such service the sum of Ten Thousand ($10,000) Dollars in cash.

The MAJESTIC HOMES CORPORATION would desire that Mr. Griffith would render such assistance as he might deem advisable in securing the services of such others in the motion picture industry as he may deem, in his judgment, to be fitting and proper.

J. A. Riach Properties, Inc., of which Mr. Riach of Miami, Florida is President, owns seventeen-twentieths of the capital stock of the MAJESTIC HOMES CORPORATION.

Mr. J. A. Riach is interest in the following companies:

Director and Officer of the Shoreland Company; Owner and Developer of Miami Shores and Miami Plaza; Publicity Director of Miami Shores; Director of Venetian Isles Company; President and Director of the Riach Companies, Inc., President and Director of J. A. Riach Advertising Corporation; President and Director of Greater Miami Building Company; President and Director of Greater Miami Holding Company; Director of the Rotary Club, City Club and the Y. M. C. A.

According to audit of Ernst & Ernst the following appears:

SALES		
9,514 lots @ $5,000 each		$23,035,000
COST		
Land (actual)	$2,445,000	
Development (estimated) 2,250 acres @ $2,000 per acre	5,050,000	
EXPENSES		
Selling Advertising Salaries Automobiles General Overhead	6,900,000	15,195,000
ESTIMATED NET PROFIT		$ 7,840,000

"While it is difficult to compare one real estate development with another on account of the different conditions, we are of the opinion that the estimates for development are well in line with the average allowed by other companies on a per acre basis."

ERNEST & ERNST

The contemplated merger that was referred to between the Heckscher interests, Heckscher-Moore-Fleming & Schutzbrook, Owners and Developers of the Industrial City, is located at the mouth of the St. John's River at the Ocean, whose property is comprised of approximately twenty six thousand (26,000) acres, and the Florida Beach property represented by the J. A. Riach Properties, Inc., whose property consists of twenty two hundred (2,200) acres, was consummated today, thus making the offer here made approximately a ten to one instead of a two to one proposition in value.

The details I am not as yet familiar with, but the mere fact the game is gone over gives to this proposition a substantiality.

November 14, 1925

Mr. Hiram Abrams,
United Artists Corporation,
729 Seventh Avenue,
New York,
N. Y.

Dear Mr. Abrams:

Under date of November 6th, I called your attention to the fact that your distributing contract for "Broken Blossoms" released on October 20th, 1919, expired on October 20th, 1924.

I have since taken this matter up with Mr. Griffith and it is his wish in the matter that you discontinue immediately taking contracts on "Broken Blossoms". However, those which you have already taken may be played.

Please acknowledge your understanding of the above advice and advise.

Yours very truly,

D. W. GRIFFITH, INC.

General Manager

COPY

UNITED ARTISTS CORPORATION
Crescent Building
72 Kyomachi
KOBE JAPAN

No.54. November 14th, 1926.

Mr. Montford G. Steele,
Foreign Sales Manager,
United Artists Corporation,
New York.

Dear Mr. Steele:

re New Import Duty in China - As you are certainly aware from the newspapers, an important international conference is at present taking place in Peking with the object of a general increase of the Chinese import duties.

Since the Boxer rising in China many years ago, the Chinese maritime customs has been under foreign control, and the rise of the duties can only take place with the consent of a number of foreign powers, hence the present conference. At present the import duty in China is 5% ad valorem on all articles, and the various proposals for the rising of this rate calls for 7½, 10 or 12½% ad valorem. We cannot make any objection to such general increase of the customs duty if it is actually carried out, but what we object to is a certain scheme regarding the new manner of assessing duty on motion picture films. Hitherto the duty has been assessed at the rate of 5% ad valorem on the print cost, but the Chinese customs house wants in the future the new rate of duty, whatever it may be, fixed on the value of the print cost plus the amount of the royalty. When the Chinese customs house has got this idea, it is no doubt due to the fact that a number of companies, who do not operate directly in China, but sell the pictures out right to some concern in China, very often in their invoices state a certain amount for royalty besides giving the value of the print cost. After seeing such invoices the Chinese Customs Authorities will have come to the conclusion that they are not getting the proper amount of duty for films and that they could get much more if they would charge the ad valorem duty on the amount of the print cost plus the amount of the royalty.

You will certainly realize that such manner of assessing duty would mean an immense increase of the import duty for our films in China, besides which it would be extremely difficult to fix the amount of royalty as far as our films are concerned, as our producers get as royalty a certain percentage of the gross rentals collected from the theatres. An assessed amount of duty of 10 or 12½% on their share of the rental would be equal to an income tax at the rate of 10 or 12½% of the gross income; according to the treaties existing between China and most foreign countries, the Chinese Authorities are not in the right to impose any income tax on foreigners living in China, and we now maintain the point that an import duty based on the royalty actually will be identical with income tax, and therefore is illegal. The Chinese Customs Authorities maintain that the print cost does not represent the actual value of a motion picture film, but we on our part maintain that if they should charge duty on royalty, they will also have to charge duty on money paid

for the rights to exploit a foreign patent in China, or on the money paid for the rights to print a book in China.

We furthermore maintain that if we should pay duty on the rentals received with a motion picture print, a manufacturer should not only pay the import duty on the value of a machine imported from abroad, but should also pay import duty on all the money earned on the produce made on such machine.

Our Shanghai agents, Messrs. Kriesl & Kriesl, are keeping in touch with the American Embassy in Peking on this subject, but we are giving you all the above mentioned arguments in order that you may also get in touch with the State Department.

You will certainly agree with us that the suggested new manner of assessing duty on motion picture films is a question of great importance both to our concern and to the American Motion Picture industry in general.

Yours very truly,

UNITED ARTISTS CORPORATION

JOHN. ALBECK (signed)
General Manager for the Far East

JA:RAM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1-CF. [illegible]

NOTICE OF ASSESSMENT AND RECEIPT

STATE TAX DEPARTMENT, ALBANY, N. Y.

REFER TO

Date NOV 14 [illegible] File No. A 41,521

Notice is hereby given that there has been assessed against you the amount set opposite as a franchise tax under Art. 9-A of the tax law. It is due and payable on or before JANUARY 1, 1926. (OVER)

If dated subsequent to December 1, 1925, payable within thirty (30) days. CERTIFIED CHECKS should be made payable to and forwarded to STATE TAX COMMISSION, Albany, N. Y., with this form.

This notice must be returned at the time payment is tendered, or when requests repeat is forwarded. [illegible]

STATE FRANCHISE TAX
ON BUSINESS CORPORATIONS
For year beginning November 1, 1925
and ending October 31, 1926

(25)

TAXES, PENALTIES, ETC.

Tax based on income at 4½% $	
Tax, one mill on cap. stk.	
Minimum tax	1000
Penalty for failure to file report on due date	
Interest	
Total due	
Credit	
Balance due	

Received payment,

DAVID W GRIFFITH CORP 11 13 26

130 WEST 42ND. ST.

NEW YORK CITY

STATE TAX DEPT
N. Y. S.
By [illegible]
Assistant Deputy Commissioner
(Seal)
A. C. CALEC

November 16, 1926.

Mr. Harry Lee,
c/o Jesse Smith,
247 Park Avenue,
New York, N. Y.

Dear Sir

I am returning herewith booklets and photos of the caverns in Harrisburg, Va.

Mr. Griffith looked through same, and I will again call the matter to his attention when he begins shooting on "The Sorrows of Satan" in a few weeks.

Thanking you for calling this matter to Mr. Griffith's attention, I am

Yours very truly,

Secretary to Mr. Griffith.

CC/S

FAMOUS PLAYERS CANADIAN CORPORATION
Limited
PHOTOPLAY REVIEW

Title of Picture SALLY OF THE SAWDUST
STARS Revised Prices

November 16th, 1925.

Eastern Theatres

	Terms
BROCKVILLE	
Brock	75
Brantford	
Temple	300
CHATHAM	
Princess	100
COBURG	
Capital	25
GALT	
Regent	75
GUELPH	
Capitol	100
KINGSTON	
Capitol	150
KITCHENER	
Capitol	150
LONDON	
Capitol	250
MONTREAL	
Capitol	1000
OTTAWA	
Regent	300
OSHAWA	
Regent	100

	Terms
OWEN SOUND	
Classic	75
PARIS	
Capitol	25
PETERBORO	
Capitol	75
PORT HOPE	
Royal	25
ST. CATHARINES	
Capitol	150
SOO	
Algoma	75
STRATFORD	
Capitol	75
WELLAND	
Capitol	75
TORONTO	
Hippodrome	1000
Palace	100
Oakwood	150
Alhambra	100
Capitol	75
Beach	100
Teck	50
College	75
Parkdale	150
Beaver	50
York	50
Woodstock	50

WESTERN THEATRES

BRANDON	
Capitol	75
CALGARY	
Capitol	300
EDMONTON	
Empress	250
FORT WILLIAM	
Orpheum	75
MOOSE JAW	
Capitol	100
NANAIMO	
Dominion	75
NELSON	
Starland	50
PORT ARTHUR	
Colonial	75
REGINA	
Capitol	150
SASKATOON	
Daylight	175
WINNIPEG	
Capitol	600
VANCOUVER	
Capitol	750
VICTORIA	
Capitol	200

November 16th
1 9 2 6.

Mr. George W. Weeks,
Famous Players Lasky Corporation,
485 Fifth Avenue,
New York City.

My dear George:-

Jake Berman is in to see me today with reference to the changes in the contract for SALLY OF THE SAWDUST. This picture certainly has been terrible. I am enclosing last week's statement in Ottawa, and you will have more cause to wonder when you realise that Monday was our Thanksgiving Day, the biggest holiday of the year. Even allowing only $300. for the picture, we still show a loss of $629.77.

I am changing the contracts as we agreed in Toronto, with just a few slight changes, as under the circumstances I should not be compelled to pay more than $300. in Ottawa. As a matter of fact, If I received the picture for nothing I still would show a big loss. The Winnipeg engagement showed a gross of $4,000. and I am reducing that to $600., and the Vancouver engagement to $750. These are all good prices, in comparison to what you or anyone elde is receiving for similar pictures, and were it not for the fact that Famous Players is interested in the picture I would not even play it out but would ask to be relieved of the balance of the contracts.

You will also notice a few other changes of $25. or $50. in some of the towns. This is due to the fact that since signing the contract, on account of poor business, we have had to go to vaudeville with our picture policy and naturally cannot pay the same prices for pictures with vaudeville as without.

I am enclosing new list which I would ask you to have O.K 'd. As I stated before, these are the prices as we arranged them with the exception of a few slight changes here and there to meet conditions where we have already played the picture.

In the meantime I am settling with Jake on the basis agreed upon with the exception of the changes mentioned above. Jake is sending a copy of this letter to Mr. Hines of United Artists and also copy of the Ottawa statement.

Yours very truly,

N. H.

Managing Director

SPECIAL FOR PERIODICAL AUDITS
CORPORATION AND BANK ACCOUNTING
CERTIFICATES OF PROFITS AND
FINANCIAL CONDITIONS ISSUED

APPRAISALS OF STOCKS, BONDS
AND INVESTMENTS
PLANT EFFICIENCY EXAMINED
INVENTORIES AND STATISTICS PREPARED

JOSEPH N. MULLAN

BUSINESS SYSTEMATIZER
AUDITING, PUBLIC ACCOUNTING AND APPRAISING

ROOM 1507 - 152 WEST 42ND STREET
NEW YORK CITY

MEMBER OF
ILLINOIS INSTITUTE OF ACCOUNTING
AND
COMMERCIAL LAW LEAGUE
OF AMERICA

TELEPHONE
WISCONSIN 7800

Nov. 17, 1928.

Griffith Studio,
Lakewood, NY.

Gentlemen:

Kindly advise me if Mr. Chas. T. Godwin is identified with your company, and if not, where I can reach him, as I desire to take up a matter of importance with him.

Thanking you for the courtesy of a reply, for which I enclose stamped addressed envelope, I am

Yours very truly,

Joseph N. Mullan

JNM:IW

MURRAY HILL 6878

MOTION PICTURE CAPITAL CORPORATION
61 EAST 86 TH STREET
NEW YORK

WILLIAM H. WALDEN
ASST TREAS

November 17, 1925

D. W. Griffith, Inc.,
1476 Broadway,
New York City, N. Y.

Gentlemen:

We enclose salary check for $1,000.00 on Mr. Griffith's account from a deposit made by Famous Players-Lasky Corporation at the Chase National Bank.

Yours very truly,

MOTION PICTURE CAPITAL CORPORATION
By Tom R. Walker
Asst. Treas.

FS
Encl.

COPY

FAMOUS PLAYERS
CANADIAN CORPORATION LIMITED

Royal Bank Building
TORONTO

November 18th, 1935.

Mr. W. W. Hines,
United Artists Corporation,
729 Seventh Avenue,
New York City.

Dear Mr. Hines:-

I acknowledge your letter of November 13th and I have arranged with Mr. Berman this morning the revision of the contract prices on SALLY. I cannot tell you how badly this picture is doing. Last week in Ottawa, with Thanksgiving Day receipts included (which by the way is the biggest holiday of the year for us) our gross was only $1288., of which $440 was on the Holiday. We showed a loss of $329.77 after allowing $300. for feature rental, and even at $300. you are receiving almost 25% of the gross.

As I told Mr. Weeks in my letter to him today, were it not for the fact that Famous Players are interested in the picture I would ask you to cancel the balance of the contract, for at the rate we are going we will lose considerably more on this picture. I wonder if you would care to ask Mr. Weeks if he would permit us to cancel the picture in the towns where it has not played. I would prefer that to any credit or re-arrangement of the contract. At the same time, if I must play it, I cannot afford to do so at prices that will make my loss even greater than it has been. I will leave the matter entirely in your own hands to see if it is possible for you to get a cancellation of this contract for me.

I appreciate very much your co-operation in this matter. It is good to know that even an exhibitor's complaints sometimes receive such fair consideration, but this happens to be one of a type of picture that does not go well in this counrty, due to the fact that Fields is little known here and Dempster, the star of the picture, is an absolute handicap to the Griffith pictures in this country.

With my kind regards, I am

Yours very truly,
N. L. NATHANSON
Managing Director

N. H.

STATE OF NEW YORK

TAX DEPARTMENT

ALBANY

David Wark Griffith
1474 Bway
New York City

NOV 1 0 1926

Re: 1924 Return.

Dear Sir:

It is noted you have reported $16,735.60 as "Royalty interest in net receipts of Epoch Producing Corporation". In this connection, please explain fully how this amount was determined and show what your investment or interest in the corporation consists of.

In order to assist in the prompt closing of the audit of your return, a reply is requested within ten days, referring to Division 44 File 27113.

Very truly yours,

STATE TAX COMMISSION

By Roy H. Palmer

Roy H. Palmer
Assistant Director
Chief-Audit Division
Income Tax Bureau

CJ:PFG

November 19, 1935.

Dear Marthal

Florence wrote me that she is going to take Dorothy to live with her. This has been my desire for a very long time, only conditions were such as to make it impossible. As I have to increase Florence's draft for a certain amount to take care of Dorothy, I will send you hereafter, beginning with Dec. 15th, a draft for $50 every month, $40 for you and $10 on account of the furniture. I hope that the contract which you drew up for the furniture is good and valid in case anything happens to Mrs. Steckenius, you will not be cheated out of the furniture. However, that is up to you and I merely mention it here by way of additional caution.

I am leaving the hospital and am going to Quebec, Canada where I am going to skate all winter long. I benefited greatly by my stay in the hospital, but I was several times in most serious condition and things looked very shaky, but I feel much better now and think if I go up in the bracing northern country and do some skating I will be in good shape by next year. I hope to come to Europe in about a year from now.

With best wishes and regards, I remain

Your brother,

JCE/CC

DEPARTMENT OF LABOR

OFFICE OF THE SECRETARY

WASHINGTON

November 18, 1925.

Mr. Will H. Hays,
469 Fifth Avenue,
New York City.

Dear Will:

You have designated this winter, I believe, "The Greater Movie Season." You might well call every season that, for every new creation in pictures seems to offer something better than the last, scenically, mechanically, educationally, morally.

There is some criticism to make, however, though not as to the pictures themselves. That criticism is that no appropriate medium is provided for letting the people know just what is going on in the movies. Not everybody attends these showings purely for amusement, not all movie fans are wedded to the type of stories or plots presented. To some who enjoy the pictures the photography itself attracts, to others the marvelous sets, still others go only when they hear from friends of an unusual historical background. While I have not yet seen it, my attention has been called to one now showing, "The Lost World" which I understand depicts life on earth as it is believed to have existed in the reptile age ten million years ago. One which I had the pleasure of viewing last spring was called "Grass" and this I enjoyed because it portrayed the prehistoric migration of people of the Aryan tongue, and you know how interested I am in Immigration.

But what I want to propose is that through some centralized agency an official catalog be prepared reviewing the movies, when released, and classifying them, according to not only the plot, but the incidental features, mechanical make up, historical presentations, etc. In some cases titles convey some idea of what might be expected, though in the "Courtship of Miles Standish" one would not necessarily expect to see the signing of the pact aboard the Mayflower, nor in "Little Old New York" Fulton's Clermont.

The present movie magazines do not fill the need. They present the actors, etc. but they do not provide an encyclopaedia of productions as would permit the movie fan to pick his programs so intelligently as to get the most out of them. I should like to see in such a review not only a statement of what phases of history, science, geography, research and invention are covered, but the difficulties which were overcome in order to produce a faithful representation, the Red Sea in "The Ten Commandments", the construction of the pterodactyl and the Brontosaurus in "The Lost World". Regular attendants at movie theatres are given screen announcements, and brief picture sketches of films coming to that particular theatre, but there is no way that the average man can by reference to the daily press announcements of attractions at all the theatres check up on them and pick the one which will contain picturization of one or more of the subjects in which he may be particularly interested.

Sincerely yours,

(Signed) JAMES J. DAVIS

United Artists Corporation
729 Seventh Avenue
New York

November 19, 1935.

Mr. Albert L. Grey,
D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Mr. Grey:

Enclosed is a copy of a letter from Mr. Nathanson of Toronto dated the 18th to me and also copy of letter he wrote Mr. Weeks of Famous on the 16th; together with a statement of receipts and expenses for engagement of SALLY at the Regent Theatre, Ottawa and of the revised contracts on SALLY which were arranged after getting an Okay from Mr. Weeks and you.

Sincerely yours,
UNITED ARTISTS CORPORATION

W W Howe

WWH:SF General Sales Manager.

6 ~ Griffith

November 20th 1925.

State Tax Department,
Income Tax Bureau,
Albany, New York. Re: Division 44 - File 27113.

Gentlemen:

Referring to yours of November 18th in reference to 1924 Return filed by David Wark Griffith, I wish to advise that the item reported as "Royalty Interest" in net receipts of Epoch Producing Corporation is a 25% interest in the net receipts of said Corporation. This amount is determined by the difference between the gross receipts derived by said Corporation from the exploitation of the motion picture entitled "THE BIRTH OF A NATION" and the costs and expense of distribution thereof.

This picture, of course, is exploited throughout the entire United States and the income from New York State thereon is relatively small compared with the total income received from other States.

Mr. Griffith also owns 180 shares out of a total of 3300 shares authorized capital of said Corporation.

Respectfully yours,

November 20, 1928

Mr. Joseph H. Mullen,
152 West 42nd Street,
New York City,
New York.

Dear Sir:

With reference to your inquiry of November 17th, we wish to advise that Mr. Charles T. Godwin is no longer connected with this firm, and we are not familiar with his present whereabouts.

We regret that we can not assist you in this.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:LB.

124

LAW OFFICES OF
FURST AND FURST
[illegible] MARKET STREET
NEWARK, N.J.
TELEPHONE [illegible] MARKET

November 20, 1925.

Banshaf & Pembleton, Esqs.,
130 West 42nd St.,
New York City.

Re: D. W. Griffith vs. Diamont Film Co.

Gentlemen:-

We wish to advise you that we have been in communication with Mr. Jackson's office. He states that the sale of the assets in this matter has been adjourned until December 10th, and that he has entered into a stipulation with the landlord's attorney to that effect. We are waiting for further instructions from him and shall keep in touch with the situation.

Yours very truly,

Furst Furst

SS:MO

POSTAL TELEGRAPH - COMMERCIAL CABLES
CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT
152 WEST 42nd ST.
NEW YORK CITY

This is a fast Telegram unless otherwise indicated by signal after the number of words—"Blue" (Day Letter) "N. L." (Night Letter) or "Nite" (Night Telegram)

TELEGRAM

TELEGRAMS TO ALL AMERICA

THE MACKAY SYSTEM · POSTAL TELEGRAPH · COMMERCIAL CABLES · THE PULSE OF THE WORLD

CABLEGRAMS TO ALL THE WORLD

DELIVERY NO.

STANDARD TIME INDICATED ON THIS MESSAGE

Form 16

RAA66 21 NL

QUEBEC QUE 20

1925 NOV 21 AM 2 37

FR

C M CONWAY

ROOM 1107 1476 BROADWAY NEWYORK NY

GOING TO MONTREAL MOUNT ROYAL HOTEL SEND EVERYTHING THERE TELEGRAPH ME AT ONCE TO QUEBEC IF SOMETHING WAS SENT HERE REGARDS

EPPING

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

the following message, subject to the terms on back hereof, which are hereby agreed to

Nov. 21, 1915.

Mr. J. G. Epping
Hotel Chateau Frontenac
Quebec
Canada

Sent cigars magazines parcelpost Quebec yesterday Also yesterdays time s Will send everything Montreal in future
Regards

G. M. Conway

Chg D. W. Griffith, Inc.

70.

UNITED ARTISTS (AUSTRALASIA) LTD.

'BIG DARKER HELF' ACCOUNT TO SUN. CLEE. 1925.

Due Producer.		Paid by Aust. Corporation.	
Amount due Producer as of Nov. 14th. account ---	£682. 1. 11	Amount paid by Aust Corp. as of Nov. 14th. account ---	£671. 8. 9
70% share of film rentals for week ending Nov. 21st.	5. 5. 0	Remitted by cable Dec. 18th.	10. 0. 0
Total due Producer ---	£687. 6. 11	Total paid by Aust. Corp. --	£681. 8. 9

Total due Producer ---	£687. 6. 11
Total paid by Aust. Corporation	681. 8. 9
Balance due Producer --	£ 5. 18. 2

UNITED ARTISTS (AUSTRALASIA) LIMITED.

FILM RENTAL REPORT

THE DARKER SELF

(Name of Production)

WEEK ENDING Sat. Nov. 1925.

Contract Number	THEATRE	CITY	STATE	PLAY DATES	Length of Run Days	RENTAL		
218	Coronation	Redfern	N.S.W.	Oct. 7	1	3	0	0
245	Brookvale	Brookvale	"	" 24	1	1	10	0
227	Alliance	Te Puke	N.Z.	Nov. 10	1	2	0	0
252	Kings	Fawkner	Vic.	" 14	1	1	0	0
						7	10	0

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

[illegible]

[illegible]

THE GREENWICH BANK

OF THE CITY OF NEW YORK

CAPITAL $1,000,000
SURPLUS AND PROFITS $2,400,000

224 WEST 47TH STREET

Nov. 21, 1925.

Mr. D. W. Griffith,
c/o Hotel Astor,
Broadway & 45th St.,
New York, N.Y.

Dear Mr. Griffith:-

We have credited your account $100.00 this day representing four coupons clipped from the two bonds of the Federal Land Bank of New Orleans which you left to be sold. These coupons were payable May 1st and Nov. 1st, 1925.

Very truly yours,

B. Sutter

ASST. MANAGER.

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

149

WILL H. HAYS
PRESIDENT
CHARLES C. PETT
SECRETARY

OFFICE OF
GABRIEL L. SHAW
GENERAL ATTORNEY

November 25
1925

Albert H. Banzhaf, Esq.,
D.W. Griffith, Inc.,
130 West 42nd St.,
New York City.

Dear Mr. Banzhaf:

In a case entitled Paramore v. Mack Sennett, Inc. decided in the United States District Court for the Southern District of California on November 12, 1925 (not yet reported) the plaintiff was the author of a copyrighted ballad under the title of "The Ballad of Yukon Jake" which had obtained considerable popularity, from which he had made, but not sold, a moving picture scenario. Defendant made and exhibited a moving picture under the title of "Yukon Jake" after warning by the plaintiff not to use the name. None of the incidents of the ballad were depicted in the moving picture.

Held: That the plaintiff could recover. An author has the right in the name given to a literary production, when such production is one which has received notoriety with the reading public and has become identified in the public mind by the name given it by the author. The acts of defendant affected salability of plaintiff's scenario. Plaintiff was entitled to damages on the sale value of the scenario but not to royalties on the picture produced by defendant.

Very truly yours,

Gabriel Shaw

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

149.

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF THE SECRETARY

November 25, 1925

My dear Mr. Griffith;

Notice is hereby given that the regular Quarterly Meeting of the Board of Directors of this Association will be held

WEDNESDAY, DECEMBER 9

AT 2:30 P.M.

IN THE BOARD ROOM OF THESE OFFICES.

You are earnestly requested to attend this meeting.

I am

Sincerely Yours

Court Smith

D. W. Griffith, Esq.
c/o Famous Players Lasky Corp.
Sixth & Pierce Avenues
Long Island City, N.Y.

MURRAY HILL 6919

MOTION PICTURE CAPITAL CORPORATION

41 EAST 42 ND STREET

NEW YORK

WILLIAM H. WOLKER
TREAS.

November 24, 1920

D. W. Griffith, Inc.,
1476 Broadway,
New York City, N. Y.

Gentlemen:

We enclose check for $1,000.00 as your balance of the salary received from Famous Players-Lasky Corporation.

Yours very truly,

MOTION PICTURE CAPITAL CORPORATION
By Jno. R. Walker
Asst. Treas.

ELM:FS
Encl.

Form 1084

Charge to the account of BARNHAR & PEMBLETON

$

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	X
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; otherwise the message will be transmitted as a FULL RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

NOVEMBER 24 1926

ALBERT H T BARNHAR PLEASE FORWARD
CARE ALL FLORIDA REALTY COMPANY
PANAMA CITY FLORIDA

KELLY JOLSON CASE ON DAY CALENDAR ORIGINS OFFICE EXPECTS
IT TO BE REACHED MONDAY OR TUESDAY DESIRE YOUR MR GRIFFITH
AND LLOYDS TESTIMONY NOTH NO ELSE NEW REGARDS

ROBERT

Not delivered

Given to Mr. Pepper of Ottawa
Nov. 22/1915

~~9625~~

Orig letter for N Burke has made date of 6/10/12
Endd. and to AHB.
Copy letter from AHB & A.L. Gray July 1/12
re. of mine on Julian matter by AHB.
" " report written by A.L. Gray
Orig letter from A.L. Gray dated June 12/12 addressed
to AHB.

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR E. DRISCOLL
JOSEPH M. MARRAUTH
RICHARD J. MARRAY
ARTHUR G. MALEW
EDWARD S. RAFFERTY
JAMES M. ELLIOTT

LAW OFFICES
TIMES SQUARE
NEW YORK CITY

179

IN RE

November 24th, 1925.

Messrs. Banzhaf & Pembleton,
130 West 42nd Street,
New York City.

Attention of Mr. Richter.

Dear Sirs:-

We are returning herewith copies of the following:

Letter from Nathan Burkan to Albert H. T. Banzhaf, dated June 21st, 1923, in re proposed contract between Jolson and Griffith.

Letter from D. W. Griffith Incorporated to A.H.T. Banzhaf, dated June 13, 1923, re Jolson contract.

Statement relative to Jolson - Griffith contract. The originals of these which you furnished me, I am retaining for our files. Am also returning herewith your copy of letter from Mr. Banzhaf to Mr. Grey, together with Mr. Banzhaf's statement headed Memorandum regarding Griffith & Al Jolson matter, as I find we have copies of this statement in our files.

Thanking you for your courtesy, we are

Very truly yours,

O'BRIEN, MALEVINSKY & DRISCOLL,

by Benjamin Pepper

BP:IW

enc.

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at W. U. Bldg., Bay and Laura Sts., Jacksonville, Fla. "ALWAYS"

NC146 SY BLUE

NEWYORK NY 25 944A

ALBERT H T BANSHAF 84

CARE J H BLAINE ALL FLORIDA REALTY CO 223 WEST FORSYTH ST

JACKSONVILLE FLO

KELLY JOLSON CASE ON DAY CALENDER OBRIENS OFFICE EXPECTS IT TO BE REACHED MONDAY OR TUESDAY DESIRE YOUR MR GRIFFITH AND LLOYDS TESTIMONY NOTHING ELSE NEW REGARDS

RICHTER. /

Jolson 171

#1417

THIS AGREEMENT made and entered into this 25th day of November, 1925, by and between the St. Andrews Bay Corp., a Corporation organized under the laws of the State of Florida, and having an office in Miami, Florida, party of the first part, and DAVID WARK GRIFFITH of New York City, New York, party of the second part, WITNESSETH:

WHEREAS, the first party is the owner of the fee simple in and to twenty thousand (20,000) acres of land located in Bay County, Miami, Florida, said land (hereinafter also referred to as "acerage") being adjacent to and contiguous with St. Andrews Bay, along which Bay said property has a water frontage of approximately twelve (12) miles; and

WHEREAS, the first party is desirous of developing and building a city upon said land or acreage above referred to, and is further desirous of obtaining the counsel, advice and assistance of the second party in the selection of a site for the building of said city.

WHEREAS, the first party has means at its disposal or can procure sufficient money for the financing of said projects; and

WHEREAS, the second party is willing to aid, counsel and advise the first party in the selection of proper sites to be located on said acreage for the erection of a city.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and of the further sum of One ($1.00) Dollar by each of the parties hereto to the other paid, receipt whereof is hereby mutually acknowledged, it is hereby agreed as follows:

FIRST PARTY agrees

1. That within thirty (30) days from the date hereof it will cause to be organized under the laws of the State of Florida, a corporation for the purposes of this agreement, said corporation to have a total authorized capital of Ten Million Dollars ($10,000,000), to consist of One hundred thousand (100,000) shares of common stock of the par value of One Hundred ($100.00) Dollars per share, and shall be entitled to right of cumulative voting.

4. That second party is to be elected a Director of said corporation at the first meeting of the stockholders thereof, or at his option, or at his option may name a member thereof.

5. That it will own or control the majority of the capital stock of such corporation to be organized issued and outstanding until a majority of the stock of said corporation shall have been sold as hereinafter provided.

4. That said proposed corporation shall contract for the immediate purchase, after its organization, of the said acreage free from all incumbrances and/or liens at the rate of not exceeding One Hundred fifty ($150.00) Dollars per acre.

5. That it will sell on behalf of the said proposed corporation within a period of months $5,500,000 of the capital stock thereof, and turn into said proposed corporation's treasury a like sum in money, or in lieu of money up to the total amount of Three Million ($3,000,000) Dollars it may cause to be issued to the corporation owning or controling the fee simple of said acreage or land capital stock of said proposed corporation not exceeding the total par value of $3,000,000.

6. That development and sub-division of said acreage will begin at onace and a city will be formed and organized which is to be financed out of the funds received from the sale of the capital stock of said proposed corporation as aforesaid, or otherwise.

7. In consideration of the premises it will cause to be issued or transferred to said second party, or his nominees, two thousand (2,000) shares of full paid and non-assessible capital stock of said proposed corporation, or at the option of the second party and as he may direct and instruct, he shall be entitled to the issuance in lieu of the stock aforesaid one thousand five hundred (1,500) shares of full-paid and non-assessible capital stock of the aforesaid proposed corporation, and a further transfer to him or his nominess in fee simple and free from all incumbrances three hundred thirty five (335) acres to be selected by the said second party in writing within days after the date of this agreement and at least one hundred and twenty-five (125) acres of which

MUSEUM OF MODERN ART FILM LIBRARY

said acreage shall front on St. Andrews Bay, balance of which viz., 510 acres shall be so proportionately selected within the limits of the section selected for the proposed city to be built upon said land. And in addition thereto and as a further consideration the Party of the first part and/or the said Corporation proposed to be organized as aforesaid, agrees to pay or cause to be paid to said Griffith a sum equal to 5% of the gross sales of said lands to be sold by said proposed corporation within 30 days after such sale, if as and when received.

1. That he does hereby accept said promises and agreements on the part of the first party to be preformed and further agrees to allow his name to be used exclusively in connection with the exploitation and the sale of said lands in any legitimate way and for appropriate advertising and propaganda, reserving, however, to himself the right to approve before issuance for publication any such advertising and propaganda where in his name shall be used, such approval however, not to be unreasonably withheld. All such advertising and propaganda matter shall be submitted either to the second party or his authorized representative who shall be appointed for that purpose.

2. He will, insofar as he is able, advance the interest of said proposed corporation.

It is further mutually agreed that the type of buildings to be erected in said city to be formed and organized in said subdivision of said acreage or land will be of unique style of architecture and will be erected under the supervision of an architect and engineer to be employed by the first party with appropriate restrictions and uniformity of design.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its duly authorized officer and its corporate seal to be affixed, and the party of the second part has hereunto set his hand and seal all on the day and year first above written.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALL-FLORIDA REALTY COMPANY

BY_____

76

November 25th 1925.

Mr. T.F. Navarre,
United Artists Corporation,
1906 Baltimore Ave.,
Kansas City, Mo.

Dear Mr. Navarre:

A concern by the name of National Film Brokers with offices at #1710 West 45th Street, your City, according to information that we have has in its possession prints of "THE FALL OF BABYLON" and "MOTHER AND THE LAW". According to our records and information these people have no right to distribute these pictures nor have they any right to any prints thereof. I have written them asking them to give me the source of the right by which they are entitled to distribute these pictures, but I have not received a reply.

Can you arrange to get these prints in your possession in some manner and retain them, and also endeavor to find out whether they have any other prints and from whom they obtained the same.

Thanking you for your courtesy and attention in this matter, I remain

Very truly yours,

R:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

November 27, 1928

First National Bank,
Hackensack,
New York.

Attention Mr. Griffin

Gentlemen:

We are relinquishing this day three payroll checks of Miss Carol Dempster each in the amount of $850 dated June 7th, June 28th and October 11th, 1926 respectively.

This advise is being sent to you inasmuch as you would undoubtedly question this due to the dates.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

71.

UNITED ARTISTS (AUSTRALASIA)

"HIS DARKER HALF" ACCOUNT TO NOV. 28TH, 1925.

Due Producer.		Paid by Aust. Organisation.	
Amount due Producer as of Nov. 21st. account --	£687. 6. 11	Amount paid by Aust. Corp. as of Nov. 21st. account ---	£681. 8. 9
70% share of film rentals for week ending Nov. 28th.	6. 6. 0	Remitted by cable Dec. 28th.	10. 0. 0
Total due Producer ---	£693. 12. 11	Total paid by Aust. Corp. --	£691. 8. 9

Total due Producer ---	£693. 12. 11
Total paid by Aust. Corporation	691. 8. 9
Balance due Producer ---	£ 2. 4. 2

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

UNITED ARTISTS (AUSTRALASIA) LIMITED.

FILM RENTAL REPORT

"HIS CAREER GELD"
(Name of Production)

WEEK ENDING 28th. Nov. 1925.

Contract Number	THEATRE	CITY	STATE	PLAY DATES	Length of Run Days	RENTAL		
45	Tait's	Charleville	Q'ld.	Nov. 4	1	3	0	0
172	Hamiltons	Matangi Circuit	N.Z.	" 14-21	7	6	0	0
						9	0	0

PERCIVAL E. JACKSON
Attorney at Law
50 Pine Street
Phone John 3760 New York.

November 26, 1925.

Gentlemen:

I represent the Diamant Film Company of America, Inc. You appear to be a creditor. The situation with respect to the corporation and your claim requires us to take the matter up with you.

The facts as I learn them from the Diamant Film Co. and other sources, are as follows:

The corporation has as assets, certain personal property in the studio which it rented at Fort Lee, consisting of machinery and equipment, which is subject to conditional bills of sale, chattel mortgages, and other liens, which undoubtedly exceed in amount any sum that can be realized upon the property. There has been default upon these liens, and proceedings have been or are about to be instituted by the various lienors. This item must in consequence be eliminated as a possible asset for the general creditors.

There is, in addition, a possible equity arising as profits out of five films produced by the company, the first four of which were produced under a distribution contract with the Associated Exhibitors Inc. On the first of these, the production was financed by the Motion Picture Capital Corporation, and the other three by J. E. Brulatour Inc. These films were made under the arrangement usual in the motion picture business, i.e. the Exhibitor agreed to receive and accept the respective film on its completion, and to then or thereafter pay a percentage of the gross receipts. In turn, this distribution contract was assigned to the company financing the production of the film, which advanced, as required, the production cost to the extent guaranteed by the Exhibitor. Concurrently, the film is assigned to the financing corporation as security. The result is that at the present time, the first of these films belong to the Motion Picture Capital Corporation, and the remaining three to J. E. Brulatour Inc. as collateral security for the repayment of their respective advances, the Diamant Company being entitled to a proportion of the profits realized upon a distribution of the film after all these production costs and other charges of the Exhibitor have been repaid.

The film financed by the Motion Picture Capital Corporation and the first financed by J. E. Brulatour Inc. have been accepted by the Associated Exhibitors Inc. There may ultimately be a proportion of the profits arising therefrom payable to the Diamant Film Co. The remaining two films have been rejected. J. E. Brulatour Inc. which financed the productions and to which the films, as well as all rigjts under the distribution contract have been assigned, is now conducting negotiations to bring about acceptance of these films by

the distributor. The fifth, a small film, costing about $12,000., was made without a contract with a distributor. The production costs appear to have been advanced by Mr. J. E. Brulatour, who is in possession of the negative film. Under the arrangement, which is verbal, it seems that there is to be a participation in the profits of this film after all costs and charges have been paid. All of these prospective profits have been stated to me to be largely problematical and speculative. The corporation is claimed to owe, so far as I can now ascertain, to unsecured creditors, about $15,000 and to J. E. Brulatour Inc. about $210,000, which is said to be largely secured by the assignment of the films.

Under these circumstances, it seems evident that there is nothing at this time against which general creditors can have recourse. The impression seems to prevail that this concern was being backed by Mr. Brulatour. I am advised definitely that Mr. Brulatour's arrangements were made as above, on each film only, and there is no general guarantee by him either legally or morally of any account, and Mr. Brulatour states that he has paid to the Diamant Film Co. not only all the moneys which he has obligated himself to pay, but has paid additional moneys.

The only solution of the situation lies in the ability of Mr. Berger, who is the active spirit of the Diamant Film Co. to get additional contracts or employment as a film director, and devote the profits and compensation arising therefrom, over and above his actual necessary living expenses, to the liquidation of the liabilities. He feels that once he has made the necessary connections, and he has a number of very tangible propositions pending, he will require only a short time for him to clean up the situation entire, in view of the earning ability he has had in the past. On the other hand, this is a corporate matter, and he is under no individual obligation to pay corporate liabilities, so that, if he is pressed to a point beyond which he can go, he will have no other recourse than to disclaim responsibility for the situation, and the corporate liabilities, which after all, have arison purely as a result of a combination of unfortunate circumstances.

The tentative proposal made by Mr. Berger, is this: that the corporation will undertake to pay its liabilities, in ten equal installments, the first of which shall be payable within ninety days after a definite consummation of the plan, and the remainder in equal monthly installments thereafter. We have submitted this letter and plan to some of the larger creditors, who, we believe, will consent to act as a committee to represent creditors and will assist in our plans.

If you will communicate your attitude in the matter to me, whether it be one of assent or dissent, it will enable the creditors to learn quickly whether or not a plan can be formulated, and immediately upon the formulation of such plan, we shall communicate further with you.

Yours very truly,

PEJ:BC

P E Jackson

MOTION PICTURE CAPITAL CORPORATION
[illegible] EAST [illegible] STREET
NEW YORK

WILLIAM R. WALKER
ASST. TREAS.

November 30, 1925

D. W. Griffith, Inc.,
1476 Broadway,
New York City, N. Y.

Gentlemen:

We enclose salary check for one thousand ($1,000.00) dollars, on Mr. Griffith's account from a deposit made by Famous Players-Lasky Corporation at the Chase National Bank.

Yours very truly,

MOTION PICTURE CAPITAL CORPORATION
By Wm R Walker
Asst. Treas.

ELM:FS
Encl.

UNITED STATES DISTRICT COURT:

SOUTHERN DISTRICT OF NEW YORK.

D. W. GRIFFITH, INCORPORATED,

Plaintiff,

-against-

AL JOLSON,

Defendant.

DEFENDANT'S MEMORANDUM, IN SUPPORT OF MOTION FOR BILL OF PARTICULARS:

I.

Of the items asked for an enumerated in defendant's Notice of Motion for a verified Bill of Particulars, the Court, upon the argument, decided as follows:

"1. Granted.

2. Granted, with the requirement that only the substance of the agreement be set forth, if such agreement was oral.

3. Granted.

4. Granted, except as to disposition of the contract, and as to such decision reserved.

5. Denied.

6. Decision reserved.

7. Granted, except as to disposition, and as to such decision reserved.

8. Granted, except as to disposition, and as to such decision reserved.

9. Granted, except as to disposition, and as to such decision reserved.

10. Granted.

11. Granted.

12. Denied.

13. Decision reserved."

This memorandum deals only with:

(a) Defendant's right to pariculars of the disposition of the services of actors, equipment, paraphernalia, scenarios, etc.; and

(b) Defendant's right to particulars of the basis of computation of and methods employed by plaintiff in calculating and estimating its damage.

II.

The New York Civil Practice Act, (Section 247), authorizes the courts to direct service of a bill of particulars.

(A) In the instant case, plaintiff is suing for $571,696.72, of which $71,696.72 is alleged to be the expenses incurred and monies actually outlaid in preparation for and in the course of producing certain photoplays, starring the defendant. $500,000.00 is alleged to be the damage sustained by plaintiff, because of the defendant's alleged abandonment of the contract which forms the basis of plaintiff's action.

Defendant has denied all of the allegations of the complaint.

The plaintiff sets forth in a general way what were the expenses it incurred, and the Court has directed that it furnish a bill of particulars, with regard to those expenses and the monies outlaid.

Of course, it is incumbent upn the plaintiff to prove its damage, but it is absolutely imperative in order that the defendant may properly prepare for trial that the plaintiff show what disposition was made of the services of the actors and of all the equipment, paraphernalia and scenarios, etc., the acceptance of which was allegedly entered into because of the alleged agreement with the defendant.

Under his general denial, the defendant may and can show, to dispute plaintiff's proof of its damage, that the expenditures plaintiff allegedly incurred in the course of producing photoplays, starring the defendant, are not properly assessable against this defendant, because the plaintiff actually used the services of the actors, the equipment and paraphernalia, and the scenarios, etc., in the course of its general production of motion-pictures; in other words, that these alleged expenditures bear no relation to the defendant's part in the alleged contract, but are merely expenditures incurred in the general course of plaintiff's productin of motion-pictures.

The New York Court of Appeals has held in Lieberman vs. Templar Motor Company, 236 N. Y., at Page 149, that damages are properly assessable for losses actually

sustained.

The Court said:

> "Damages include also losses sustained. These comprise payments for labor and material, reasonably made in part performance of the contract, to the extent that they are wasted if performance is abandoned." (Italics Ours)

In the instant case, plaintiff must prove its actual loss. In order to meet such proof, it becomes incumbent upon the defendant to show, either that the expenditures were never incurred, or that having been incurred, the services of the actors, the equipment and the motion-picture paraphernalia and the scenarios, etc., were not wasted, but were actually used by the plaintiff after the defendant's alleged abandonment of the alleged contract.

For the plaintiff to furnish a bill as to the disposition which it made of the various particulars, called for in Paragraphs "4", "6", "7", "8" and "9" of the proposed bill, is merely asking it to state the amount of damage which it claims to have sustained by reason of its alleged expenditures.

Defendant herein has interposed a general denial of the allegations of the complaint.

Under a general denial, defendant is entitled to deny and contravert plaintiff's proof of its damage, and for that reason, it becomes extremely important and necessary that plaintiff should show the actual disposition of all of the items on account of which plaintiff says it is damaged. A statement of such particulars will make the pleadings as to plaintiff's damage, in the sum of $71,696.72, definite and certain.

As the Court stated in United States vs. A Bentley & Sons Co., 295 Fed., 229, at Page 246, in granting defendant a bill of particulars:

> "Whatever may be the nature of the action, when the case goes to trial the plaintiff will be compelled to prove in some way by competent evidence how and wherein it was wronged of sums of money. To prevent surprise of the defendant as to what it will be called upon to meet with its proofs, it is entitled to such reasonable particularizing as will indicate upon what matters evidence is to be given."

The references in defendant's proposed particulars to be furnished as to the photoplay, "His Darkest Self", are in line with what the defendant has hereinabove argued. That photoplay, we understand and believe, was the one in which defendant allegedly was to appear and is the one in which plaintiff's alleged outlays of monies were actually made use of.

For the plaintiff, therefore, to state whether or not the items comprising the various expenditures were actually made use of in the production of the photoplay, "His Darkest Self", is merely a part of the general proposition of what the disposition of these various items was after the alleged abandonment, and we submit that plaintiff should furnish such particulars.

(B) In the instant case, plaintiff asks for $500,000.00, on account of defendant's alleged abandonment of the contract.

By his general denial, the defendant puts into issue as to whether or not there was a contract; and if so, whether or not he abandoned it.

Should plaintiff succeed in proving that there was a contract and that defendant abandoned it, then the question of plaintiff's damage arises.

With such a tremendous figure set as the amount of plaintiff's damage, the defendant believes that he is entitled to know what the basis of computation of plaintiff's damage is and what methods plaintiff used in so computing its damage.

In Shaw vs. Stone, 124 A. D., 624, cited with approval in 239 Fed., 229, at Page 246, the defendant had made a motion for a bill of particulars of plaintiff's alleged claim for damages, and the Appellate Division, for the First Department, directed that such a bill be furnished.

The defendant asks here only a statement from the plaintiff as to the basis for its computing its damage.

The defendant submits that under all of the circumstances and considering the great amount of damage plaintiff claims, that this is a proper case for the exercise of the discretion of the Court in granting such a bill.

See:

Gimbel Bros. vs. Adams Express Co., 217 Fed., 318;
Cunard vs. Francklyn, 111 N. Y., 511, at Page 513.

III.

Defendant asks that the plaintiff be required to furnish particulars as to the disposition of the items for which plaintiff allegedly spent monies and also as to the basis of plaintiff's computation of its damages.

Respectfully submitted,

NATHAN BURKAN,
Attorney for defendant.

129

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- X

D. W. GRIFFITH, INC.,

Plaintiff,

-against-

AL JOLSON,

Defendant.

- X

MEMORANDUM OF PLAINTIFF IN OPPOSITION TO DEFENDANT'S MOTION FOR A BILL OF PARTICULARS

This was a motion for a bill of particulars consisting originally of thirteen items. This court has disposed of certain of the demands, granting some and denying others. As to certain items, decision has been reserved.

Below is a list showing the disposition made by this Court on the argument of the various demands in the defendant's motion papers:

1. Granted, no opposition.

2. Granted to the extend unopposed by plaintiff. Denied as to the exact and complete terms and conditions of the agreement.

3. Granted, unopposed.

4. Granted, except as to the portion requesting the disposition of the actor's contract, as to which denied.

5. Denied.

6. Decision reserved.

7. Granted in part, the words "on or about" to be substituted for the word "when", and the word "procured" to be substituted for the word "ordered" as to the portion relating to the disposition of the equipment and whether same was used in the photoplay "His Darkest Self" etc., decision reserved.

8. Granted except that as to the portion requesting the disposition of the scenary, decision reserved.

9. Granted subject to the limitations suggested by the previous rulings and as to the portions requesting the disposition of the scenario, paraphernalia etc., decision reserved.

10. Granted, unopposed.

11. Granted, unopposed.

12. Denied

13. Decision reserved.

For the convenience of the court the items to be considered will be set forth here. The portions underlined will indicate the portions of the demand which have been granted. The portions not underlined will indicate the portions of the demand as to which decision is still to be rendered.

6. Whether the services of such actors were used in the photoplay called "His Darkest Self."

7. What equipment and paraphernalia was procured by the plaintiff and when and from whom the same was ordered (procured), in reliance upon said agreement, as alleged in paragraph "5" of the complaint, and what disposition, if any, was made of the same and whether the same was used in the photoplay, called "His Darkest Self", or any other photoplay produced by the plaintiff.

8. The name of the scenario written especially for the defendant, the author of such scenario and the date when the same was contracted for by the plaintiff, as alleged in Paragraph "5" of the complaint, and what disposition was made of the same.

9. A statement of each and every item of expense incurred and moneys outlayed in preparation for and in the course of producing photoplays, starring defendant, as alleged in Paragraph "6" of the complaint, giving in detail the names of scenarios of each of the photoplays; when each was contracted for; the amounts paid to the author of the play, the scenario writer and the continuity writer of the same; the sale, use or other disposition made of the same; the properties, equipment, paraphernalia, etc., purchased or ordered for each of these plays; the date when the order was given; the substance of the order, if oral; a copy thereof, if in writing; from whom purchased and the amount expended and what use was made of the paraphernalia equipment, etc.; and whether any part was used in the manufacture of the play, called "His Darkest Self."

13. The basis of computation of and methods employed by plaintiff in calculating and estimating his damage.

It will be noted that except for Item 13, the general objection to all the demands relates to the inquiry as to whether the actors, scenery, etc., were used in a photoplay called "His Darkest Self." It must, of course, be admitted that this information is not sought as a particular or part of the plaintiff's case or claim, but is sought as evidence which the defendant merely suspects exists and which he is seeking on his own behalf to present in mitigation of damages. The complaint will be searched in vain for any allegation therein of which the information requested may be said to be a particularization.

The essence of the complaint is that the plaintiff was injured or damaged by reason of the failure of the defendant to perform his contract and that this damage consists of monies expended for scenery, scenario, salaries, etc. That is the plaintiff's case.

The matters as to which the defendant seeks information are not related in any way whatsoever to this case, but are related solely and entirely to the defense which the defendant hopes to place in evidence in an effort to show that the damages were not as extensive as the plaintiff claims or may prove on trial.

It is submitted that the function of a bill of particulars is merely to particularize and define the limits of the plaintiff's cause of action; that the plaintiff cannot be required to give particulars of anything outside the allegations contained in the complaint and that it is not the function of the bill of particulars to furnish the defendant with evidence of his own defense.

It is further submitted that in view of the function

of a bill of particulars in limiting the plaintiff's proof to matters set forth in a bill of particulars, its use should be carefully regulated and the granting of the requests such as are contained in the defendant's motion would be fraught with serious consequences to the plaintiff and would deprive the plaintiff of its proper freedom in meeting the defendant's defense.

POINT I.

THE FUNCTION OF A BILL OF PARTICULARS IS TO FURNISH THE OPPOSING PARTY WITH THE DETAILS OF THE PLAINTIFF'S CLAIM AND TO CONFINE THE PLAINTIFF'S PROOF WITHIN THE LIMITS OF THE PARTICULARS FURNISHED.

It is not the function of a bill of particulars to supply the defendant with evidence or information regarding his defenses. It would be useless to cite the hundreds of cases which have pointed out that the function of a bill of particulars is "to amplify a pleading and to limit the proof," "its purpose is to limit the issues at the trial," "the object of the bill of particulars is to make the pleadings definite and certain," "to limit and define the issues," "to inform the party with reasonable certainty of the nature of the claim made against him," etc.

In examining the numerous cases on the function of a bill of particulars, it is difficult to say whether it is deemed more necessary to inform the adverse party as to the nature of the claim made or to limit the proof within the terms of the bill furnished.

In the case of Elman v. Ziegfeld, 200 App. Div., 495, the court said:

> "The object of a bill of particulars is to amplify pleadings to limit proof and to prevent surprise to the adverse party on the trial by

enabling him to know definitely the claim which he is called upon to meet." (Citing cases)

In Monroe Cider Vinegar & Fruit Co. v. Marshal, 169 N.Y.Supp., 152, the court there said:

> "The motion for a bill of particulars is distinct from one to find discovery and from an examination before trial, and should not be extended to encroach upon the office of the latter motions. Its purpose is merely to give the items of a party's claim, not his evidence."

In the case of Matter of Seymour, 112 Misc., 216, the Surrogate there discussed the nature of a bill of particulars and stated at page 218:

> "It would seem the real purpose of requiring such items is that of limiting the party furnishing the same to the exact allegations of such a bill, and not for the purpose of having information necessary to meet a contestant's claim."

From these it will be seen that it would be most improper to compel a plaintiff to furnish evidence to be used by a defendant in his own defense and then limit the plaintiff to the exact allegations of this bill. A ruling of such nature would necessarily work infinite harm to plaintiff in attempting to prove his case.

Assuming for the moment, although not conceded in any way, that the answer to whether the scenario here in question was subsequently used in "His Darkest Self," the plaintiff would be compelled to state in his bill of particulars this fact, But suppose that he received no compensation for this. Becoming disgusted with the entire failure of his scheme to place a comedy on the screen under his own direction with Al Jolson as star, he abandoned the entire plan and permitted the producer producing "His Darkest Self" to simply take and appropriate the scenario. Unless the plaintiff proceeded to

place his entire evidence into the bill of particulars, he would be limited within the exact allegations of the bill of particulars and prohibited from proving anything other than that the scenario purchased by him had been used in "His Darkest Self."

The information sought by defendant is information in aid of his own case. It may be possible that he can obtain this information through some other remedy, but he is not entitled to obtain it through a bill of particulars.

In accordance with the proper function of a bill of particulars, which is to particularize and amplify the plaintiff's claim, only such things as fall within the complaint, and particularize and amplify that pleading may be required of the plaintiff. The items here in dispute do not possess this attribute and the plaintiff should not be required to furnish the information asked. The defendant's motion for a bill of particulars should be denied.

POINT II.

ITEM NO. 13 IS IMPROPER AND SHOULD BE REJECTED.

Item No. 13 is but one way of stating a form of request that has been rejected by the court innumerable times. Ordinarily, the demand appears in the following form:

> "The legal theory upon which the plaintiff bases his action."

By framing it in the manner shown in the bill of particulars, the defendant seeks to conceal the improper nature of his request, but the result is exactly the same.

A party cannot, by a bill of particulars, seek to compel his adversary to state upon which legal theory he will elect to proceed upon the trial.

The case of Korber v. The Dime Savings Bank of Brooklyn, 134 App. Div., 149, is exactly in point and disposes of this item completely. In that case, the plaintiff was required to furnish a bill of particulars setting forth the grounds of his claim for damage.

> "to wit., whether damages are claimed for loss to the rental value, loss of profits or exemplary damages, etc., or all of such."

Obviously the above is identical in principle with the demand made by the defendant in this action, to wit.,

> "Methods employed by plaintiff in calculating and estimating his damage."

The only difference between the two cases is that in the Korber case the demand listed the various methods of calculation, and in the case at bar the defendant simply generalizes the question.

Judge Gaynor in his usual excellent opinion, states emphatically that such demand is highly improper and is an abuse to the office of a bill of particulars.

> "The plaintiff is entitled on trial to any rule of damages that fits his proof admissible under the pleadings. If he is denied damage under one rule, he may claim under another. This order goes altogether outside of the office of a bill of particulars, and is vexatious."

In the case of M. J. Kraus & Co. v. Mayer, 134 N. Y. Supp. 694, the Appellate Division, First Department, stated that the office of a bill of particulars is to amplify or restrict a pleading and not to ascertain on which defense a defendant intends to rely and compel an allegation. In other words, it was not the function of a bill of particulars to ascertain the legal theory upon which the plaintiff or defendant is proceeding.

If an election may properly be compelled, it may be done only through the proper motion, and the function of the bill of particulars cannot be encroached upon.

In Constable v. Harlamberg, 87 N. Y. Supp. 1088, New York General Term stated:

> "We are familiar with no case which requires, nor do we think it is furtherance of justice to require, the plaintiffs' counsel to educate the attorney for the defendants upon a question of law, and to that end be compelled to practically furnish him with his brief."

In other words, it is not the function of a bill of particulars to compel the plaintiff to state to the defendant upon what legal theory he is proceeding, which is practically what the demand of the defendant herein amounts to. The defendant has the plaintiff's complaint and if the complaint states a cause of action, he is fully informed as to the legal theory of the principles upon which damages may be calculated.

UNDER THE RULE OF THE ABOVE CASES, ITEM NO. 13 OF THE DEFENDANT'S DEMAND FOR A BILL OF PARTICULARS MUST BE REJECTED.

Respectfully submitted,
O'BRIEN, MALEVINSKY & DRISCOLL,
Attorneys for Plaintiff,

Benjamin Pepper,
Of Counsel.

1614 Bedford Avenue
Brooklyn N.Y.
December first
1 9 2 5

Mr D.W.Griffith
Astor Hotel
New York City

Dear Sir:

I am AUBREY BEATTIE.

You may remember Aubrey Beattie: We were once fellow players, and damned good actors at that we thought, in two productions The Charity Nurse, a classic(?) and that Whale of a play called Miss Pettycoats.

They tell me you are still human with all your greatness and the beautiful part of it is your modesty, so I will not soar into the usual cut and dried compliments but will get down to business by telling you that I want a part in your new play the Sorrows of Satan.

One of your co-workers Frank Walsh knows my personality as of today and he may be able to recall me to you better than I can, but I would like very much to be identified with you in a part in this new production and I believe if an interview can be arranged you would place me.

With all good wishes

Aubrey Beattie.

D. W. GRIFFITH INCORPORATED EQUITY IN [illegible]

"ISN'T LIFE WONDERFUL" - DECEMBER 1, 1946

United States - Canada - Cuba	$35,084.70
England 52760 @ 4.04	13,366.80
Australia 5556 @ 4.04	2,690.07
South America 5791 Arg. Pesos @ .415	2,403.60
Far East 2450 Japanese Yen @ .435	1,065.75
	$52,542.95
Allow 10% for Cancellations etc.	5,254.00
Total Net Equity	$47,288.95

Empire Loan	$124,000.00
Interest Accrued	5,000.00
	$129,000.00

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United Artists Corporation

United Artists Building
1704 Baltimore Ave.
Kansas City, Mo.

Dec. 8, 1926.

Mr. Albert H. T. Banshaf,
150 W. 42nd St.,
New York City.

Dear Mr. Banshaf:

Replying to your letter of Nov. 25th relative to THE FALL OF BABYLON and MOTHER AND THE LAW held by the National Film Brokers, 1710 W. 45th St., Kansas City, I wish to say that I very sincerely question whether or not these people have these pictures. The local Board of Trade has investigated them once or twice and has been unable to find in their possession pictures that they were not entitled to.

At the request of the Griffith organization I at one time sent an exhibitor to this place to present a story that he wanted to book these two pictures. He was told that they did not have them. The only thing further that I know you can do is to place the matter in the hands of an attorney, get him to swear out a search warrent and have the sheriff search the premises.

If I can be of any further service to you, please call upon me.

Yours very truly,

UNITED ARTISTS CORPORATION,

Guy F. Navarre

GFN:MM

GUY F. NAVARRE, Sales Mgr.

47 Hungate
Lincoln
England

December 3
1926

To Mr J. W. Griffith

Dear Sir

I am writing to ask of you a very strange request and one which I hope you will grant to me. It is with you I turn to me to "copy" an old scenario of a film I had. For some time I have had ideas which if ever only be "placed" according upon screen would be confident be successful as film work.

I do not claim to a genius - far out of the ordinary - but just one of the many thousands if given a chance would succeed.

I wrote to an English "producer" some time ago asking if he would lend me a pound for a "guide" to help me in my work - and I offered that if my work was accepted I would willingly give

than 50% of my total gain. He gently & in quite very kindly promised to do as I asked and was willing to accept the 50% of the acceptance but that I should give him 10% for the promise of a gift for ever.

It is always the same with the English they will not help their starting, as you are at the top or down the ocean of life they will help you - but if you try to lift your face to the sunshine - which after all God created the sun for the failure equally as much as the victorious - it seems it is a crime -

I am going to ask you - will you help me. I do not ask for money just help - I may be successful I may be failure - But will you help me?

Some time ago I wrote some small appreciations of film artists for my own eyes; and amongst those numbers

I enclose a copy I enclose you a copy
of the letter to Mr Griffith - very great efforts
I will enclose to you - in the hopes they may be
successful to help me get the home secured for
my mother.

I shall eagerly await your reply which
I hope will be favourable

Yours in Ken anticipation

Dorothy C. Elliott

An appreciation of the work of

D. W. Griffith Pioneer

There are in this country many people who never think that D. W. Griffith film pioneer was a very educated and refined person, but my opinion of Mr. Griffith is that he was in a man who is intensely alert to the joy of life, because it is always life that he is after.

He shows to the world plainly that he does appreciate life and its romance, and makes them a study.

One finds oneself thinking how strange it is that a Great Century man should have that command laid upon him which awakens him to go back centuries and bring back to light the women that have passed so that those "watching" may clearly perceive the beauties experienced by another.

By going deeply into the earlier spheres of life, it proves that Mr. Griffith is fond of life, and living living things because he cannot bear to consider any victory to death and silence. In his greatest productions he is always bringing to light the stories and creations of the Past in order to make them add their quota to the sum of the living.

I feel certain Mr. Griffith possesses the two qualities that we should keep with us in our journey through a world where it seems that so much must be dark

and dreary - a sad fairyness, and a glissing access of spirit and a mere of deep feeling, that is a thirst for all that is noble and beautiful.

Cannot it be said that Mr Griffith is a great Thinker of life - past and present - and of books? It could be so, the only shows his master production be so advanced.

The thought with me as I write is - I should like to think Mr Griffith has been and is a reader of Thoreau because in writing this a salient thought from "Thoreau" has come to me - it is

"To read well - that is to read his books in a high spirit is a noble exercise and one that will test the reader more than any exercise which the customs of the day esteem. It requires a training such as the athletes undergoment, the stoicy endeavour almost the whole life to this object. Books must be read as deliberately and reservedly as they were written"

Therefore Mr Griffith must read his Plays with great deliberation and reserve else it would be impossible to attain the high degree of proficiency which is his in his occupation as Producer.

I can say no more, and I do not think I can pay Mr Griffith any greater compliment - then state this small article written in a measure as a deep appreciation in return for exceedingly great-

P.T.O

[illegible] [illegible] [illegible] [illegible] his
Production

Dorothy E. Elliott

[illegible] of old Lincoln Engineer.

[illegible] [illegible] [illegible] [illegible]
[illegible]

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FROM

Miss DOROTHY ELLIOTT

ALL COMMUNICATIONS TO BE ADDRESSED TO

47 Henry ave
Lincoln England

COPY

FAMOUS PLAYERS LASKY CORPORATION

PARAMOUNT PICTURES
485 FIFTH AVENUE
NEW YORK CITY

Murray Hill 8500
Cable Address Famfilm

Office Of
HAROLD B. FRANKLIN

December 3, 1925.

Mr. W. W. Hines,
United Artists Corporation,
729 Seventh Ave.,
New York City.

Dear Mr. Hines:

The receipts obtained with SALLY OF THE SAWDUST are not only disappointing, but most alarming. The picture not only holds a distinction for unprecedented losses, but for very low receipts, generally. The situation is so flagrant that we are giving you some concrete instances, which are as follows:

Atlanta, Ga.
The gross receipts fell below the average for the Howard Theatre, and as a result the loss incurred was $1,704.25. We are asking for a credit of $1,500.00, and even then we would sustain a loss upwards of $200.00.

Dallas, Texas
The engagement in the Palace Theatre netted us a loss of $1,266.04. The receipts fell far below the average, and we paid $3,000.00 rental, which is exceedingly more than this house can stand. Credit of $1,000.00 would still leave us "in red" to the amount of $266.04.

Denver, Colo.
The engagement at the Victory Theatre netted a loss of $2,670.24. The gross receipts totaled $4,350.42 which were far below anything played in this house. It is obvious, when we point out that the percentage of the film rental which was $3,000.00 tp the gross receipts, which were $4,350.42, amounts to upwards of 69%. We are certainly entitled to a credit of $2,000.00, and even this amount would not compensate us.

Greenwood, S.C.
The engagement at the Liberty Theatre netted a loss of $56.36. The receipts were only $157.10 and the film rental was $75.00. In other words, we paid upwards of 47% (film rental) to the actual receipts. This is also a situation which we consider open for adjustment.

Mr. W. W. Hines

Kansas City, Mo.

The engagement at the Newman Theatre netted a loss of $4,274.46. The receipts average $13,000.00 in this house, and when we point out that the gross receipts covering SALLY OF THE SAWDUST were $8,416.25, it goes without saying that we should surely be entitled to a credit of $2,500.00.

Knoxville, Tenn.

The engagement at the Riviera Theatre netted a loss of $359.46. The receipts fell far below the average for the house, and the film rental which was $600.00 represents upwards of 55% of the rental of SALLY OF THE SAWDUST to the receipts, which were $1,065.15. A credit of $300.00 should not be out of order.

San Antonio, Tex.

The engagement at the Empire Theatre netted a loss of $1,383.01., The percentage of film rental, which was $2,500.00 to the gross receipts, which were $5,599.80, amounts to upwards of 44%. Not to mention the fact that we consider the film rental itself anything but equitable for this type of a production, a credit of $1,000.00 would still cause us to charge off the loss to experience.

Waco, Texas

A loss of $28.97 was sustained by the Hippodrome Theatre during this engagement. Obviously, the receipts which were $1,095.05, fell below the average for the house, and the film rental which was $300.00 should also be subjected to an adjustment.

I feel that after you have given the above situations careful thought and consideration you will find our requests for adjustments covering the respective losses are equitable, and I wish that you would please favor us with an expression in connection therewith at the earliest possible time.

With best wishes, I am

Sincerely yours,

(signed) Sam Dembow, Jr.

SD:AS

December 2, 1926.

Dear Mr. Bonshaft:

Herewith, is the financial statement of assets and liabilities as requested by you.

I would particularly call your attention to the fact that this is not a balance sheet similar to that which is drawn up for tax purposes or stock holders, but is a statement containing only those facts that the banker is primarily interested in---real assets and liabilities.

You will note that I have not included such accounts as contracts with stars, equity in films or Good-will, all of which have problematical values. Mr. Epping has definite intentions of writing off the greater part of these items at the end of the present fiscal year.

The value of the Famous Players contract, that is, $142,000 is not carried in total on our books but is taken up as it is paid to us. This was considered proper by Mr. Epping.

The inventory of negatives as shown on the accompanying statement is much greater than that carried on our books, for the reason that the negative cost of each picture is carried as an asset and is written off each year in amounts which bear the same ratio to the total as the income each year bears to the total income. This is done in accordance with Price, Waterhouse and Company's interpretation of the Federal Tax Law. As a consequence, such pictures as "Way Down East" and "Orphans" are carried on our books at the present time at a nominal value of $1. It is quite obvious that the values of these pictures are much greater especially in the case of "Way Down East" and "Orphans" upon which the re-issue values are high. The values of these negatives as shown on the statement were arrived at by Mr. Epping and Mr. Grey, based upon information given them by the United Artists Corporation and past performances in the way of re-issues.

This statement does not take into consideration the commission which is now accruing to D. W. Griffith Incorporated on account of the profits of "Sally of the Sawdust". From information available, it is conservative to assume that this will amount to approximately 200,000 and will be payable to us within the course of the next 8 or 10 months. Neither does it include the commission that will be due on the latest picture, "That Royle Girl". At present, no information is available on this subject.

Respectfully,

Auditor

Mr. A. H. F. Banshaf,
150 West 44nd Street,
New York,
N. Y.

D. W. GRIFFITH, INC.

STATEMENT OF ASSETS AND LIABILITIES - - - DECEMBER 31st, 1935

ASSETS

CASH		10,889.18
FAMOUS PLAYERS CONTRACT		148,000.00
Balance On Second Picture		
NOTE AND MORTGAGE RECEIVABLE		386,000.00
CONTRACT ON SALE OF LAND		67,000.00
Title to Pass in Feb. 1936 Upon Passing Title this contract will be converted into Bond & Mortgage Receivable		
INSURANCE POLICIES (Cash Surrender Value)	$55,401.00	
Less Policy Loans	50,710.88	4,690.12
INVESTMENTS		35,000.00
300 Shares Preferred Stock - United Artists Corporation		
SCENARIOS		5,600.00
INVENTORIES		
NEGATIVES (As estimated by Officials)		
"Broken Blossoms"	10,000.00	
"Love Flower"	10,000.00	
"Dream Street"	10,000.00	
"Way Down East"	250,000.00	
"Orphans"	100,000.00	
"Exciting Night"	25,000.00	
"White Rose"	45,000.00	
"America"	100,000.00	
"Isn't Life Wonderful"	150,000.00	700,000.00
TOTAL ASSETS		1,325,829.85

LIABILITIES

NOTES AND ACCOUNTS PAYABLE		16,440.84
LOANS PAYABLE		
MOTION PICTURE CAPITAL CORP., To be paid in full by December 15, 1936	$ 9,800.00	
MOTION PICTURE CAPITAL CORP., To be paid by proposed Loan	41,800.00	
EMPIRE TRUST COMPANY (Including Accrued Interest) Earnings of "Isn't Life Wonderful" pledged to secure this loan	144,197.58	195,497.58
DEFERRED ACCOUNTS PAYABLE		65,309.85
This amount to be paid at our financial convenience		
OTHER LOANS - (Subject to other liabilities)		
J. C. Epping	97,603.69	
D. W. Griffith	68,541.12	166,144.81
TOTAL LIABILITIES		439,400.48
EXCESS OF ASSETS OVER LIABILITIES		886,429.37
		1,325,829.85

CAPITAL STOCK

Represented by:

121,693 shares class A Stock of no par value
(125,000 shares authorized)
375,000 shares class B Stock of no par value — $3,283,199.75

Book Value class A
7.30 per share.

Copy
Filed with Hamilton NB

December 3, 1925.

Mr. George Weeks,
Famous Players Lasky Corporation,
485 Fifth Ave.,
New York, N. Y.

Dear Mr. Weeks:

Enclosed herewith you will find bill for $30.65 which is money we expended telephoning Chicago relative to the censorship of "That Royle Girl". Will you be good enough to have check for this amount made payable to D. W. Griffith, Inc. and sent to this office.

Thanking you, I remain

Very truly yours,

General Manager,

D. W. Griffith, Inc.

AGG/CC

Paid 12/11/25

December 5, 1925.

Famous Players Lasky Corporation,

Dr. to

D. W. Griffith, Inc.

Misc. long distance calls to
Chicago re. censorship matter
"That Royle Girl" State of Illinois 380.65

Paid 12/11/25

MURRAY HILL 2978

MOTION PICTURE CAPITAL CORPORATION

61 EAST 46 TH STREET

NEW YORK

WILLIAM R. WALKER
ASST TREAS.

December 4, 1926

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City, N. Y.

Dear Mr. Banshaf:

The loan of D. W. Griffith, Inc., as of December 12, 1926, will stand as follows:

Principle due	$37,500.00
Interest	443.33
Bonus	3,800.00
	$41,743.33

41,743.33

Of this amount you can deduct $500.00 which we have agreed to allow you, as a rebate for anticipating the payment of this loan. In addition to the above amounts, we have a note of D. W. Griffith, Inc. dated October 5, 1925, for $3,000.00, which we discounted for Mr. Grey, and which should be paid at the same time.

Yours very truly,

MOTION PICTURE CAPITAL CORPORATION
By Wm R Walker
Asst. Treas.

WRW:FS

Note to Welsh over phone regarding $3000. Grey note
a.B

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures
LASKY STUDIO
1520 VINE STREET
HOLLYWOOD, CALIFORNIA

JESSE L. LASKY
VICE PRESIDENT

December 4, 1925.

Mr. Edwin C. King,
Famous Players-Lasky Corporation,
6th and Pierce Avenues,
Astoria, L.I.

Dear Ed.:

D. W. Griffith wired direct to his old cutter who is now with Marshall Neilan, advising her regarding certain title changes he wanted made in "That Royle Girl".

Mr. Lasky wants you to tell him that in the future he should make use of the studio channels, as we will be very glad to carry out any instructions of that sort. As a matter of fact his cutter, very sensibly, came right to us with the telegram and we arranged for the changes.

Kindest regards,

Yours very truly,

Victor

VHC:G

Mr Griffith
Kindly note and return - pls know I will always be glad to assist you within anything of this nature - Ed King

J. Neil Hamilton

Hollywood, Calif.,
Dec. 4th-1925

My dear Mr. Griffith:-

Once upon a time not so many years ago, there was a great and powerful King who ruled his Kingdom and his subjects with a strong yet kind and gracious hand.

And among this King's subjects there was a young man whose great ambition in life was to become a standard bearer in his army, possibly to become his personal body guard, and so one day the gods were kind and fate decreed that this same young man and this same great King should meet, and the gods ruled even farther, that the King should take an interest in the young man, and so he chose him from out the many thousands to enter in his own household and to teach him the rudiments of a profession.

And so the young man was very happy, and the years came and went on the wings of the wind and before he was fully prepared to face the world the young man was sent out on a mission many many miles away to uphold his masters teaching under the bitter scrutiny of a jealous world.

The young man's heart was very heavy and his soul was sad to leave his master's home, although he was proud to be chosen and felt strong in his conviction that he would not fail, nevertheless, when he reached his destination in a strange place and among strange faces his courage left him and he didn't feel so sure that he had absorbed as well as made the best use of his time while he was under his master's eye, and so after six months separation the young man feeling very much alone and very very much afraid wrote a letter to his master beseeching him to once more take him under his master's wing--- and here is where the story ends.

Days have gone into weeks and weeks have gone into months and as yet the young man has had no word either of approval or disapproval of his master's instructions.

I wonder if he will find a part for me in his new picture?

THE KINGS' LOYAL AND DEVOTED SUBJECT.

Neil Hamilton.

D. W. GRIFFITH, President
A. GRIFFITH GREY, Vice President

A. H. T. BANZHAF, Secretary
T. C. EPPING, Treasurer

Loan
~~[illegible]~~
Wilson

D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
1476 BROADWAY
NEW YORK CITY, N. Y.
TELEPHONE
BRYANT

December 4, 1925.

Dear Mr. Banzhaf:

In accordance with my conversation with you yesterday, I am enclosing herewith, two schedules; one shows in detail the interest on the Motion Picture Capital loan as it should have been computed on the basis of applying the payments on account of the principal every week. The other one shows in detail how the interest was charged to us computed on the basis of applying the payments on account of the principal once every five weeks. You will note that by this latter method we have lost $399.60 as follows:

Interest charged to us by M. P. C.	$5873.75
Interest as it should have been charged	5474.15
Difference in our favor	$ 399.60

When the loan agreement was entered into with the Motion Picture Capital Corporation, I took up with Mr. Walker of that company, the subject of interest. He informed me that the amounts received from the Famous Players Corporation each week would be set aside and the accumulated total at the end of every five weeks would be applied against the loan and on this basis interest would be charged. I immediately questioned this method inasmuch as it would increase the interest charges. Thereupon he advised me that this was in accordance with the loan agreement. Immediately subsequent to this, I took the matter up with Mr. Epping who in turn called Mr. Walker on the 'phone and was similarly told that this was in accordance with the loan agreement. In the meantime however, I was to pay the bills as they were rendered until definitely advised to the contrary.

It was Mr. Epping's intention to take this matter up with you but apparently he did not. This accounts for the late date at which this matter was called to your attention.

Respectfully,

Raymond A. Klumb

Mr. A. H. T. Banzhaf,
130 West 42nd Street,
New York, N. Y.

INTEREST ON MOTION PICTURE CAPITAL CORP. LOAN

COMPUTED ON BASIS OF WEEKLY REDUCTION OF PRINCIPAL

Principal	Time			Days	Rate	Interest
$175,000.	Mar. 18, 1925	-	Apr. 4	18 Days	6%	$ 759.17
172,500.	Apr. 4, 1925	-	Apr.11	7 "	"	601.85
168,500.	Apr. 11, "	-	Apr.18	7 "	"	196.56
164,500.	Apr. 18, "	-	Apr.25	7 "	"	191.91
160,500.	Apr. 25, "	-	May 2	7 "	"	187.24
156,500.	May 2 "	-	May 9	7 "	"	182.57
152,500.	May 9 "	-	May 16	7 "	"	177.90
148,500.	May 16 "	-	May 23	7 "	"	173.23
144,500.	May 23 "	-	May 30	7 "	"	168.56
139,500.	May 30 "	-	Jne. 6	7 "	"	162.75
134,500.	Jne. 6 "	-	Jne.13	7 "	"	156.92
129,500.	Jne.13 "	-	Jne.20	7 "	"	151.08
124,500.	Jne.20 "	-	Jne.27	7 "	"	145.25
119,500.	Jne.27 "	-	July 4	7 "	"	139.42
114,500.	July 4 "	-	July11	77 "	"	133.59
109,500.	July 11 "	-	July 18	7 "	"	127.76
104,500.	July 18 "	-	July 25	7 "	"	121.93
99,500.	July 25 "	-	July 28	3 "	"	49.75
137,500.	July 28 "	-	Aug. 1	4 "	"	91.67 (Additional $38,000 Loan)
132,500.	Aug. 1 "	-	Aug. 8	7 "	"	154.58
127,500.	Aug. 88 "	-	Aug. 15	7 "	"	148.75
122,500.	Aug. 15 "	-	Aug. 22	7 "	"	142.92
117,500.	Aug. 22 "	-	Aug. 29	7 "	"	137.09
112,500.	Aug. 29 "	-	Sept 5	7 "	"	131.26
107,500.	Sept 5 "	-	Sept 12	7 "	"	125.43
102,500.	Sept 12 "	-	Sept 19	7 "	"	119.60
97,500.	Sept 19 "	-	Sept 26	7 "	"	113.77
92,500.	Sept 26 "	-	Oct. 3	7 "	"	107.94
87,500.	Oct. 3 "	-	Oct. 10	7 "	"	102.11
82,500.	Oct. 10 "	-	Oct. 17	7 "	"	96.28
77,500.	Oct. 17 "	-	Oct. 24	7 "	"	90.45
72,500.	Oct. 24 "	-	Oct. 31	7 "	"	84.62
67,500.	Oct. 31 "	-	Nov. 7	7 "	"	78.75
62,500.	Nov. 7 "	-	Nov. 14	7 "	"	72.92
57,500.	Nov. 14 "	-	Nov. 21	7 "	"	67.09
52,500.	Nov. 21 "	-	Nov. 28	7 "	"	61.26
47,500.	Nov. 28 "	-	Dec. 5	7 "	"	55.43
42,500.	Dec. 5 "	-	Dec. 12	7 "	"	49.60
37,500.	Dec. 12 "	-	Dec. 19	7 "	"	43.77

Loan to be repaid on December 19, 1925

Total Interest on Weekly Application Basis $5,474.15

INTEREST ON MOTION PICTURE CAPITAL CORP.

AS CHARGED BY THEM, COMPUTED ON BASIS OF REDUCTION IN

PRINCIPAL EVERY FIVE WEEKS

Principal	Time	Days	Rate	Interest
$175,000.	Mar. 10, 1925 - Apr. 6	27 Days	6%	$ 787.50
172,500.	Apr. 6, " - May 11	35 "	"	1006.25
152,500.	May 11, " - June 13	33 "	"	836.75
129,500.	June 13, " - July 16	33 "	"	752.41
104,500.	July 16, " -Aug. 22	35 "	"	609.58
38,000.	July 26, " - Aug. 22	26 "	"	153.33
117,500.	Aug. 22, " - Sept 26	35 "	"	685.42
92,500.	Sept 26 " - Oct. 31	35 "	"	539.59
67,500.	Oct. 31 " - Dec. 5	35 "	"	393.75*
42,500.	Dec. 5 " - Dec. 19	14 "	"	99.17*
	Total Interest Charged By M. P. C. Corp.			$5673.75

* We have not been billed for these amounts yet.

Post Office Box [illegible]

Bell Phone Main [illegible]

REALM OF OHIO
OFFICE OF
GRAND DRAGON
COLUMBUS, OHIO

Dec. 4, 1925

Mr. G. M. Conway
c/o D. W. Griffith, Inc
1476 Broadway
New York City

Dear Sir:-

I am enclosing herewith a copy of my letter to Mr. Aitken, which is self-explanatory. My reason for doing this is that I thought there might be a possibility of conflicting authority relative to the booking of this picture.

Please let me hear from you at your earliest convenience.

Respectfully yours,

Clyde W. Osborne
Grand Dragon of the Realm of Ohio

By S. W. Lawrence
Chief of Staff

SWL/Bx

Dec. 4, 1926

Mr. H. A. Aitken
Epoch Producing Corp
130 West 42nd Street
New York City

Dear Sir:-

Your telegram received and contents noted. I am also in receipt of a letter from Mr. G. M. Conway, Secretary to Mr. Griffith, located at 1476 Broadway, New York City, and to prevent error I am sending him a copy of this letter.

Some time ago an attorney, presumably representing Mr. Griffith's interests, called at our office, asking us to use our influence toward having the Censor Board of the State of Ohio rescind its action prohibiting the showing of "The Birth of a Nation" in Ohio.

At that time, however, we were not in a position where we could render much if any assistance. I have recently made some investigation relative to this matter and have discussed the proposition in detail with Mr. Osborne and obtained his permission to write you and see if some proposition could not be agreed upon along the following lines.

From the information gathered I am sure that we could have the Censor Board of Ohio grant us some special dispensation whereby we could show this picture over the State of Ohio under the auspices of our organization. You are no doubt aware that from a standpoint of membership our organization is the largest fraternal organization in Ohio, and in a number of places over the state we either own or control large auditoriums or halls suitable for a proposition of this kind, so if we could make some arrangement with you whereby we could be granted the privilege of showing this picture over the state upon some sort of percentage basis or kindred arrangement I am sure we could get the necessary permission, and by showing the picture we can arouse enough public sentiment so that when an effort is made on your part to have the Censor Board rescind its action you will find public sentiment in your favor.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Dec. 4, 1925

Therefore, kindly advise me if it is possible to make some arrangement on a percentage basis. If it is possible we would like to have a print of this film as soon as possible, in order to exhibit it to the Censor Board and to representatives of our organization from over the state, for their approval.

Respectfully yours,

Grand Dragon of the Realm of Ohio

Chief of Staff

SWL/Bx

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

At a Special meeting of the Board of Directors of D.W.GRIFFITH, INCORPORATED, held at the office of the Corporation, 21476 Broadway, Boro of Manhattan, City of New York, on the 4th day of December, 1928 at 2:30 o'clock in the afternoon.

PRESENT: DAVID W. GRIFFITH, President
ALBERT L. GRAY Vice-President
ALBERT H.T.BANZHAF, Secretary
GARRETT J. LLOYD

constituting a majority of the Board of Directors.

The President called the meeting to order and stated the purpose thereof.

The Secretary presented a written waiver of notice of this meeting signed by all the Directors, which, upon motion duly made, seconded and carried, was ordered on file with the minutes of this meeting.

Upon motion duly made, seconded and carried, the reading of the minutes of the last meeting of the Board of Directors was waived.

Mr. Banzhaf then stated that he had made arrangements with the Hamilton National Bank of New York City to secure on behalf of the Corporation a loan from the said Bank of $50,000. with interest at 6%.

Upon motion duly made, seconded and carried, the following preamble and resolutions were unanimously adopted:

WHEREAS, This Corporation may desire to borrow money from time to time from the Hamilton National Bank, of the City of New York, for use in its business, therefore.

RESOLVED, that the following officers, President, Treasurer and/or Secretary of this Corporation, or any of them, be and they hereby are each given full concurrent power and authority from time to time to borrow money from the HAMILTON NATIONAL BANK, of THE CITY OF NEW YORK, on behalf of and upon the credit of this corporation and to make and deliver the note or notes or other obligation or obligations of this corporation, such notes or obligations to be signed by the President and countersigned by said Treasurer or Secretary who

are hereby authorized so to do, the same to be in form required by said HAMILTON NATIONAL BANK, OF THE CITY OF NEW YORK, and they are hereby further authorized to pledge any bonds, stocks, bills and accounts receivable or other securities, or property of this corporation as collateral security therefor; and they are further authorized to endorse or discount or re-discount the bills or accounts receivable held by this corporation at any time or any part thereof, and the said HAMILTON NATIONAL BANK, OF THE CITY OF NEW YORK, is hereby authorized to charge to the account of this corporation any obligation or obligations at or after the maturity hereof; and the corporation agrees that if it at any time fails, or becomes insolvent, or has a receiver appointed for its property, or commits an act of bankruptcy, then in either such case the obligation or obligations of the corporation held by the said HAMILTON NATIONAL BANK shall immediately become due and payable without notice or demand of payment, and the said obligation or obligations may be charged against the balance of any deposit account or any other funds of the corporation with said bank, the corporation hereby giving a continuing lien upon such balance of deposit account or accounts or any other funds to its credit from time to time existing, or any property of the corporation held by the bank, to secure all obligations from the corporation held by said bank.

RESOLVED, that the authority conferred by the foregoing resolution is to be and remain in force until duly revoked by a proper resolution of the Board of Directors of the said corporation, and notice thereof in writing is given to said HAMILTON NATIONAL BANK, OF THE CITY OF NEW YORK.

Mr. Banzhaf then stated that inasmuch as the loan made by MOTION PICTURE CAPITAL CORPORATION to this Corporation would be liquidated on or about December 18th next, the authority heretofore given to Frank R. Wilson and William R.Walker to countersign checks drawn by this corporation on funds on deposit with the various banks should be revoked and withdrawn.

Whereupon, upon motion duly made, seconded and carried it was unanimously

RESOLVED, that the authority and power heretofore given by this Board of Directors to Frank R.Wilson as Auditor, or William R. Walker, as Assistant Auditor, to countersign all checks and/or drafts drawn in the name of this Corporation for the payment of moneys be and the same hereby is revoked and withdrawn, and that the Secretary of this Corporation be and he hereby is authorized, empowered and directed to transmit to any and all banks with whom the aforesaid authority to countersign checks and/or drafts had been filed a certified copy of this resolution.

There being no further business before the meeting the same was, upon motion duly made, seconded and carried, adjourned.

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UNITED ARTISTS (AUSTRALASIA) LTD.

"HIS DARKER SELF" ACCOUNT TO DEC. 8TH. 1928.

Due Producer.		Paid by Aust. Corporation.	
Amount due Producer as of Nov. 28th. account ---	£693. 18. 11	Amount paid by Aust. Corp. as of Nov. 28th. account ---	£691. 8. 9
70% share of film rentals for week ending Dec. 5th.	25. 11. 0	Remitted by cable Jan. 4th.	10. 0. 0
Total due Producer ---	£719. 3. 11	Total paid by Aust. Corp. --	£701. 8. 9

Total due Producer ---	£719. 3.11
Total paid by Aust. Corporation	701. 8. 9
Balance due Producer ---	£ 17. 15. 2

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

UNITED ARTISTS (AUSTRALASIA) LIMITED.

FILM RENTAL REPORT

"HIS DARKER SELF"

(Name of Production.) WEEK ENDING 5th. Dec. 1925.

Contract Number	THEATRE	CITY	STATE	PLAY DATES	Length of Run Days	RENTAL		
228	Roxy	Palmerston Nth.	N.Z.	Nov. 26-28	3	7	10	0
142	Tivoli	Echuca	Vic.	" 30	1	4	0	0
265	Hampton	Hampton	"	Oct. 8-10	3	8	10	0
266	Brighton	Brighton	"	Nov. 5-7	3	7	10	0
268	Carnegie	Carnegie	"	" 21	1	2	10	0
269	Empress	Prahran	"	" 30-Dec.2	3	12	10	0
						36	10	0

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

RADIOGRAM

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G M IRELAND
GREY STREET
CLAUDELANDS
HAMILTON WAIKATO
NEW ZEALAND

WE HAVE NO AUTHORITY TO GIVE YOU PUBLISHING RIGHTS TWO OPPENS WRITING LETTER

D W GRIFFITH INCORPORATED

charge Banzhaf 130 W 42nd Street

Sender's Name and Address:
(Not to be transmitted)

FULL-RATE RADIOGRAM UNLESS MARKED OTHERWISE Form No. 100-109

December 7th 1926.

Mr. G.M.Ireland,
Grey Street,
Claudelands,

Hamilton Waikato,
New Zealand.

Dear Sir:

In reply to your favor of the 2nd ult. addressed to Mr. Griffith in re your unauthorized novelization of "TWO ORPHANS"--"ORPHANS OF THE STORM" I beg to advise that I today cabled to you care of your London Publishers, as per your request, as follows:

"We have no authority to give you publishing rights Two Orphans. Writing letter."

D.W.Griffith Incorporated owns only the motion picture rights to said story. You may, however, be able to obtain the publishing rights for England and Australia through your English publishers, but that is a matter regarding which they should advise you since we cannot.

Very truly yours,

D.W.GRIFFITH INCORPORATED

By_____
Secretary

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MURRAY HILL 9878

MOTION PICTURE CAPITAL CORPORATION

21 EAST 40 TH STREET

NEW YORK

WILLIAM H WALKER
ASST TREAS

December 7, 1923

D. W. Griffith, Inc.,
1476 Broadway, New York.

Gentlemen:

We enclose salary check for $1,000.00 on Mr. Griffith's account, from a deposit made by Famous Players-Lasky Corporation at the Chase National Bank.

Yours very truly,

MOTION PICTURE CAPITAL CORPORATION
By Wm H Walker
Asst. Treas.

FS
Encl.

File

~~165~~ 124

December 7, 1925

Percival S. Jackson, Esq.,
60 Pine St.,
New York, N. Y.

Dear Sir:

Your letter of November 25th, which was received by D. W. Griffith, Incorporated, in relation to the Diamant Film Company of America Matter, has just been forwarded to me.

In relation thereto, and as representing one of the secured creditors, I would like to know what the attitude of the other secured creditors is. If they want to go into this proposed arrangement, I believe that we would also co-operate with them. I should like to have your reply before making any definite statement as to whether or not D. W. Griffith, Incorporated would consent to the plan.

Yours very truly,

RR KM

16

December 7, 1920

National Association of Producers & Distributors, Inc.,
469 Fifth Avenue,
New York, N. Y.

Gentlemen:

Some weeks ago I received word that a concern by the name of National Film Brokers of 1710 West 45th Street, Kansas City, Mo. had ordered paper on the "Fall of Babylon" and "Mother and the Law", which pictures are owned by Mr. D. W. Griffith.

I have written these people asking them by what authorization they are exhibiting prints of these pictures, since we have no record of their having any rights at all to either of these pictures, but have not received a reply from them.

On November 25th, I wrote to Mr. G. F. Navarre, Manager of the United Artists Corporation in that city asking him to investigate and, if possible, obtain the property. In reply to my letter, I received a letter dating December 2nd, copy of which I enclose, which explains itself.

It is possible that your organization has had, at some time or other, some matters in relation to this concern and I am writing to you with the idea that you may be able to assist us in some way in recovering these prints, if these people have the same. Of course, we have no definite word that they are in possession of the prints, but it does not seem reasonable that they would order paper for these pictures, if they did not have the prints for exhibition purposes.

Thanking you for any assistance you may be able to give us in this matter, I remain

Yours very truly,

RR
KM

December 7, 1915.

E. H. Lawrence, Chief of Staff,
K. K. K.,
Realm of Ohio,
Columbus, Ohio.

Dear Sir:

Replying to your letter of December 4th, enclosing copy of your letter of same date to Mr. H. A. Aitken, kindly be advised that your previous letter regarding this matter was turned over to Mr. Aitken for attention. "The Birth of a Nation" is owned by the Epoch Producing Corporation of which Mr. Griffith is President and Mr. Aitken is Vice-President. Therefore, Mr. Aitken will handle the matter and there will be no conflict of authority on the subject.

Very truly yours,

Secretary to Mr. Griffith.

CC/S

December [illegible], 1926.

Mr. George Weeks,
Famous Players Lasky Corporation,
485 Fifth Avenue,
New York, N. Y.

Dear Mr. Weeks:

Enclosed you will find bill which was handed to me by Mr. Griffith covering the expenses to Chicago in regard to the censorship matter of "That Royle Girl".

Will you be good enough to put this through and have check mailed to Mr. Griffith at this office.

Thanking you,

Very truly yours,

General Manager,

D. W. Griffith, Inc.

ACG/CC

December 7, 1925.

Famous Players Lasky Corporation,

Dr. to

D. W. Griffith

A/c expenses to Chicago re: "That Royle Girl" censorship matter - Mr. Griffith, Mr. Lloyd and Mr. Smith.

R. R. fare to and from Chicago 2 lowers, 1 drawing room	$437.40
Meals on train	30.00
Hotels	256.00
Misc. telephone, toll calls, taxis, etc. etc.	66.00
Total	$ 789.40

Check Rec'd
& expended
OK
EMBurnay

Schnick [illegible]

Ticket to	1.30
" from	1.30
Meals each way on train	1.50
Meals [illegible]	4.00
Hotel [illegible]	[illegible]
[illegible]	20.00

Dr. J. Lloyd

Ticket to	1.30
" from	1.30
Meals each way on train	10.00
Meals [illegible]	2.00
Hotel [illegible]	6.00
Meals	6.00

Dr. Carr

Tickets to Bar Rue	16.10
" from " "	16.10
Meals on train [illegible]	10.00
Fare [illegible]	20
Hotel 4 @ 2.5 plus meals [illegible]	14.60
	40

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

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WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF THE PRESIDENT

December 8, 1925.

PERSONAL AND CONFIDENTIAL.

Mr. D. W. Griffith,
c/o A.H. T. Banzhaf,
130 West 42nd Street,
New York City.

Dear Mr. Griffith:

In confidence I wish you would read the enclosed and have it in mind. I want to talk to you about it when I see you.

With very best wishes always, I am

Sincerely yours,

Will H. Hays

hjk

Memo regarding Carl E. Milliken

Born on a farm in Pittsfield, Maine, July 13, 1877, parents moved to Augusta when he was eight years old. Graduated from Cony High School in Augusta, 1893, leading his class in scholarship. Played football and tennis in high school. Bates College, scholarship prize each of four years, sophomore prize debate, Junior Prize Oration, member intercollegiate tennis team and intercollegiate debating team, board of editors college magazine, founder and first president college press club, manager tennis association, member class gymnasium team, played on class baseball team, president of class, senior year, chairman executive committee literary society, elected to college club on graduation, (five members of class eligible), graduated 1897.
Taught as instructor at Bates 1897-98
Harvard 1898-99.

Educational Honors and Degrees.

Holds degrees as follows: A.B. Bates 1897, Harvard 1899, LL.D. Bates 1917, Colby 1918, University of Maine 1919, Phi Beta Kappa, Delta Sigma Rho, member board of trustees Maine Central Institute and for some years president of the board, Member board of trustees Ricker Classical Institute, member Board of Fellows, Bates College, member Island Falls School board sixteen years, offered presidency Bates College, 1919, informally approached by committee and asked to consider presidency of University of Maine, 1925.

Business Life

Had expected to teach history and argumentation after graduating from college but circumstances seemed to require entrance into lumber manufacturing business with father. Went to Aroostook County, Maine in fall of 1899. In lumber business there for 17 years until moving to Augusta 1916. Also developed a telephone company with nearly 1,000 subscribers in a dozen Aroostook and Penobscot County towns.

Political Life.

Moderator of Island Falls annual town meeting for sixteen years, elected member of Maine House of Representatives 1904 from class of eight towns including Island Falls. Contrary to precedent which demanded rotation between the towns in the class was elected to a second term in 1906. Republican floor leader Maine House 1907, chairman Fourth District Convention, 1908, delegate Republican National Convention 1908, elected Maine Senate 1908, and again in 1910. Two terms invariably the limit in Senate, secured third term by personal canvass of Aroostook County and writing about 10,000 letters personally signed and individually addressed. Some of these letters in Swedish and some in French. Elected president of Maine Senate in 1913 without making any promises of any kind as to committee appointments.

Candidate for nomination for governor in 1916 against three others, one of whom was in possession of the party organization. Won nomination on platform promising strict enforcement of all laws and full time to be given to state business. In course of campaign got into about 480 of the 520 cities, towns and plantations in Maine and sent 130,000 letters to individual voters. Began vigorous election campaign as soon as primary was over, speaking four to eleven times a day in as many different towns from July 5 to election in September, won election against existing democratic administration, running some thousands of votes ahead of the rest of the ticket.
In interval between election in Sept. 1916 and assuming office in Jan. 1917 made a personal visit to each of the state institutions and a careful study of each state department.
Reelected governor in 1918 making no campaign on account of war conditions.

SOME FEATURES OF WORK AS GOVERNOR.

I War Work.

Maine ordered clothing &c. required for its national guard troops before 3 A.M. the next morning after Pres. Wilson finished reading his war message to Congress about 10 P.M. At nine thirty five the next morning the Maine Legislature had authorized a War Loan of $1,000,000. and the bill had been signed by the Governor.

Maine provided coast defense boats for the Navy by loan and gift of its citizens and summer visitors long before they could have been secured by other means.

Maine raised first regiment of volunteers, recruited, mustered in, equipped and reviewed on the field in 19 days. Personal, pen-and-ink letter of condolence sent by Governor Milliken to family of each Maine soldier killed or wounded. Maine administration of Selective Service among best in U.S.

&c.

II Welfare legislation.

Health Department organized.

Children's Guardian Law and Mother's Aid Law

Men's Reformatory built, Women's Reformatory put into operation.

Campaign against tuberculosis in cattle bringing down the percentage of infected cattle in Maine to less than 10% of the average in New England and New York. Capacity of tuberculosis hospitals doubled. Free treatment made available to those unable to pay. Free treatment at all medical and surgical hospitals in state made available to those unable to pay, through a carefully managed system of state aid.

26 bills along progressive educational lines passed including the so-called Maine summer Plattsburg plan for special training for rural teachers.

Effective Blue Sky Law passed.
Sheriffs made removable by governor for malfeasance in office, one sheriff and one municipal judge removed.
Laws strictly enforced throughout state. Population of jails decreased more than 60% in four years.
Budget system of state finance introduced.
Central purchasing established.
Sea Shore fisheries wardens put under commission and taken out of politics.
State Prison also put under commission.
&c.

In a somewhat eventful political career Gov. Milliken has the distinction of never having made a political trade or bargain of any sort.

RELIGIOUS AND SOCIAL WELFARE WORK

Member Augusta Free Baptist Church 1891-1900, Island Falls Free Baptist Church 1900-1916, taught class of boys in Sunday School, chairman executive committee of church, president Island Falls Free Baptist parish. Member Penney Memorial United Baptist Church, Augusta, 1916-1925, deacon 1924-5. Member Central Square Baptist Church Portland since June 1925. President Maine Free Baptist State Association 1908-10, President first year of United Baptist Convention of Maine after union between Baptists and Free Baptists, member Conference Board of Free Baptists of U.S., member since 1915 of Board of Managers of American Baptist Foreign Mission Society, this year pres. of Society and chairman of its finance committee. Member for several years of executive committee of Northern Baptist Convention which includes about 1,500,000 Baptists in 35 northern states. Pres. 1924-45 Northern Baptist Convention. In that capacity travelled about 30,000 miles speaking in 29 different states.
Director Maine Civic League, member for many years of state committee Maine Y.M.C.A., member for 12 years International Committee Y.M.C.A., member War Work Council Y.M.C.A., Member Executive Committee Men and Religion Forward Movement, 1911-12, toured 14 leading cities of the U.S. in 1920 speaking with John D. Rockefeller, Jr. in behalf of the Interchurch World Movement, Director Playground Association of America, Member for many years of Administrative Committee of Federal Council of Churches, has attended most of the annual sessions of the Council and most of the monthly meetings of the Administrative Committee in the last ten years.

After finishing work as Governor in 1921 took up serious study of motion pictures as a social force. Together with a group of Maine men produced a series of pictures from outdoor stories featuring Maine scenery. Member board of directors Religious Motion Picture Foundation.

Member Harvard Club, Boston, Harvard Club, New York, Portland Club and Lincoln Club, Portland, Abenaki Club, Augusta, Honorary member various Maine Clubs, New York and elsewhere.

Has travelled fully 800,000 miles in the last 30 years, much of it on religious or social welfare work, has spoken in nearly every town and city in Maine and in nearly every northern and western state in the United States on religious, patriotic and social welfare themes.

In offical life rated as a hard worker, a good executive and a good mixer, credited with knowing more men in Maine by their first names than anyone else since the time of James G. Blaine.

PRESENT OCCUPATION--COLLECTOR OF CUSTOMS

After the completion of his term of office in 1921, former Governor Milliken served for a year in 1922-23 on the New England Railroad Committee appointed by the governors of the New England States to investigate the effects of railroad mergers on New England business. This committee held numerous meetings, conducted hearings in all the New England states, had the assistance of numerous experts and rendered a voluminous report.

He was also offered various appointments including the chairmanship of the Maine Public Utilities Commission.

In May, 1924, he was summoned to Washington for conference with the Maine Senators and Congressmen and was asked to take the appointment as Collector of Customs for District #1, (Maine and New Hampshire), for which position there were ten or more active candidates, no one of whom was preeminently qualified for the position.

It was suggested that the appointment would satisfy the general public and even the contestants, that in the interest of orderly government there is a great need of a demonstration of enforcement of the laws against smuggling and booze-running along the border, that Maine's traditional position on Prohibition makes it especially appropriate that such a demonstration should be made in that state, that the favorable public sentiment in Maine is a distinct asset in such a program, yet that because Maine's seacoast on account of indebtations has more miles in length than all the rest of the Atlantic seaboard, and because Maine' has more Canadian land border than any other state east of Montana, the problem is in some respects the most difficult in the United States and in view of the meager federal appropriations available calls for a high degree of organization and cooperation of all available forces. Governor Milliken

assumed this office August 1, 1924, spent the fall and winter getting acquainted with the personnel in the 41 customs stations outside Portland and renewing his acquaintance with citizens in border and coast towns. Beginning with the spring of 1925 he is putting into effect a program which it is believed by the summer of 1925 will be a demonstration of successful border enforcement.

He regards the task as three-fold:

(1) Complete cooperation of all government personnel and facilities. These include besides Customs, Prohibition Unit, and Internal Revenue in the Treasury Department, no less than seven other cabinet departments, viz.: State, War, Navy, Post Office, Commerce, Labor, Agriculture. No one at all acquainted with official life in Washington will fail to understand the difficulty encountered in the effort to get cooperation between different departments. Results are being secured by patient and persistent negotiation and persuasion.

(2) Complete cooperation of state and county officers with federal officers along the coast and border. This involves the Sea and Shore Fisheries wardens, the inland fish and game wardens, the forest fire wardens, the state police &c. Also in Maine because each county sheriff is responsible for enforcement of laws in his own county subject only to removal by the Governor for malfeasance in office, it requires a complete understanding with each of the sheriffs in the 12 border and coast counties.

(3) Cooperation of citizens. As soon as the officers, state and federal, are working smoothly together, Governor Milliken, as Collector of Customs, plans to make a personal campaign in each of the 150 or more towns along the Maine and New Hampshire coast and border to rally the sentiment of citizens for enforcement of law and make definite plans for necessary practical cooperation.

* * *

PERCIVAL E. JACKSON
Attorney at Law
Fifty Pine Street
New York

TELEPHONES [illegible]

December 8, 1925.

Sanshaf & Pembleton, Esqs.,
130 West 42nd St.,
New York City.

Gentlemen:

RE: DIAMANT FILM CO.

Replying to your letter of December 7th, we have made no proposal to the secured creditors. We are assuming that this will all be paid out of the proceeds of sale of the chattels.

Yours very truly,

PEJ:BC

December 6, 1925.

Grand Duke Alexander of Russia,
6 Square Albeni,
Paris, France.

Dear Sir:

I am in receipt of your letter of July 25th, addressed to me at Hollywood, California, from where it was forwarded to New York.

While it is true that there is always demand for new talent, the cinema has now reached a place where, as on the stage, talent itself means very little until it is shaped and has had experience. Here we are pursued always by persons seeking to express themselves through the medium of the films. In American phraseology "the woods are full of them". So it occurs to me that the chances for the two young ladies to do anything in the cinema are very remote. On the other hand, they may really be world beaters, but as they are so far away I do not know that anything can be done for them. If, however, you desire that they send their test films to me in America I will look at them and will also call them to the attention of other producing units in the event they should seem to be promising. This, of course, is all that I am in a position to do about the matter.

I have the honor to be,

Yours most sincerely,

DWG/CC

TREASURY DEPARTMENT

INTERNAL REVENUE SERVICE

OFFICE OF

December 4, 1926

Agent J.M. Reagan

In re: D.W.Griffith,
130 W.42nd St.,
New York City.
Years covered:
1922

Upon the basis of information received, recommendation is being made to the Commissioner of Internal Revenue that your income tax returns for these years be accepted as filed.

Respectfully,

R.T.MILES,
Supervising Revenue Agent

By: A. J. Redmond
Internal Revenue Agent

JJR:SH
encs.

Form 850-C
Revised July, 1926

GOVERNMENT PRINTING OFFICE 2—13990

G. MOORE JOHNSTONE
279 OCEAN AVENUE
BROOKLYN N.Y.

Dec. 4th 1925

Mr. Griffith

Dear Sir

May I ask you to settle an argument for if you are of Scotch origin.

Thanks so much for your most interesting talk over the Radio which we enjoyed so much.

am enclosing a stamped envelope as I know you are such a very busy man & can't be bothered

Accepting Gracefully
Fresh Egg or Rolled cuvette
Gas as Ha to my Grandson
Thanking you
Yours Respectfully
(Mrs) Geneva Moore-Johnstone.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

[illegible]

[illegible]

[illegible]

December 9, 1926.

Mr. Hiram Abrams,
United Artists Corporation,
729 Seventh Avenue,
New York,
N. Y.

Dear Mr. Abrams:

Some time ago the question of ordering prints on our subjects was taken up with Miss Rusk of your office. We were assured that this item of expense would be cut to a minimum. Upon being familiarized with the figures at the present time, I find that this condition has not improved for in the past eight months new prints on our subjects have cost in the neighborhood of $25,000 which bears a ratio to the income on our pictures with the exception of "America" and "Isn't Life Wonderful, of about 38%. This condition, as you can readily realize, is alarming. In fact it seems that if this situation is not remedied, it will not be long before the cost of prints will almost equal the income. It is inconceivable how the present distribution of our product can warrant so many new prints.

Inasmuch as the United Artists Corporation bears 30% of the cost of these prints, it seems that the reduction of this item would be mutually beneficial and I would appreciate it if you would cause an investigation in this matter. Several charges for prints have come through lately with the notation, "ordered for stock". In my opinion this is absolutely unnecessary.

I wish you would kindly communicate with me on this subject at your earliest convenience.

Very truly yours,
D. W. GRIFFITH, INC.

General Manager

SAWYER, HARDY, STONE & MORRISON
COUNSELLORS AT LAW

HENRY S. SAWYER
DECEASED

HORACE D. HARDY
DECEASED

EDWARD S. STONE
JOHN H. MORRISON
GUY MCCLUNG
FRANK A. LAFOLLE

WILLIAM H. GREY
JAMES H. BOWLBY
JOHN J. HEFFERNAN
JOHN W. COUGHLIN
ROGER W. COULTER
STEWART H. POTTER

TELEPHONE HAYMARKET 4000 MAIN

517 EXCHANGE BUILDING

BOSTON December 9, 1925.

Feb. 1922

D. W. Griffith, Inc.,
Longacre Building,
New York City, N. Y.

Gentlemen:

One Bessie Klarfain and her husband Louis Klarfain of Malden, Massachusetts, have brought actions in the Suffolk Superior Court, and returnable into Court in May of 1926 against the Theatres Company of Boston. The accident is alleged to have happend at the Tremont Theatre in Boston in February of 1922, whereby Mrs. Klarfain received personal injuries.

Upon examination of our papers, we find an agreement which you had with the Theatres Company of Boston, and under that agreement you agreed to assume all liability of any kind and character during the period of ten (10) weeks beginning on December 26, 1921 and terminating March 4, 1922.

You are, therefore, called upon to come in and defend the said actions which are now pending in the said Suffolk Superior Court.

We shall be glad to turn over to you all the papers in connection with these suits now in our possession.

In the event that you shall fail to come in and assume the defense of the said actions and to pay any judgment together with the costs due thereon which may be obtained in the said actions, we shall hold you strictly responsible for the said judgment and costs, and any expenses to which the said Theatres Company of Boston may be put by reason of the said accident.

Very truly yours,

Sawyer, Hardy, Stone & Morrison
Attorneys for Theatres Company of Boston

JMM L/s

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

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WILL H. HAYS
PRESIDENT
CHARLES C. PETTY
SECRETARY

OFFICE OF THE PRESIDENT

December 9, 1925.

Mr. D. W. Griffith,
D. W. Griffith, Inc.,
Mamaroneck, N. Y.

Dear Mr. Griffith:

There has recently been passed a new law in Mexico relative to pictures that are derogatory in any way to the people of that country. In the future any motion picture producing company releasing a picture that is disapproved of by the Mexican Foreign Office will be barred from Mexico for one year. The director who made this picture objected to, however, will have all future pictures directed by him barred from Mexico for all time to come.

This, as you will note, is different from the old method in that it makes a definite period for the banning of the producer and makes the penalty of the director heavier than of the producer himself.

With kindest personal regards, I am

Sincerely yours,

Will H. Hays

Nebinsky - 2,444 - Beachcombers -

A FEW THOUGHTS FOR RADIO TALK

feb 10/9/25

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MR. GRIFFITH.

Not without the wondrous story of the Movies can be written the Nation's Glory.

How big is your world? As big as your movies.
How big are they? They span centuries.

Concrete example of Visual Education
Strikingly, in the great American Historical Photoplays.

What have they taught?

Always American ideals:

1. Patriotism. Gave it a real meaning. Broadened the conception thereof. Brought home the great Americans to a nation of hero lovers.
What would we have given to behold Patrick Henry talk, to see the great Washington face to face at Valley Forge and Yorktown, to see the great scenes which adorn the Capitol in actuality, and which every American has longed to see; to see the beloved Lincoln face to face. The visual education of the great classics of the screen have done this for us. Made history real and living. They are true pictures,- American histories are now being illustrated by stills.

How pictures have taught the horror of war.

2. Courage and Self-Sacrifice, for country and fellow men take on a new aspect.
The nobleness of deprivation for the common good has been a recurring theme.
"The welfare of each of us depends upon the welfare of all of us." - Roosevelt.

The fundamentals underlying American Society never have been lost sight of.

Teaching us Grit, and how to win the battles of life.

3. Tolerance. Free speech. The right to attain happiness undeniable. The rule of the majority, in the body politic.

How the great pictures have made the North know and understand the South, and brought a keener sympathy of the South, sooner than a generation of mingling would accomplish. Did the North have an adequate idea of the evils of carpet-baggery until it was unfolded in the "The Birth of a Nation". Bringing viewpoints together. Cite rule against religious discrimination.

Establishes a hospitality of thought and of the mind, so essential to the welfare of a great people.

Mr. Griffith "The increase of knowledge, the shattering of old superstitions and the codes of beauty have gone forward with the progress of the screen.....
The introduction of new ideas has always encountered opposition on the part of those who do not wish to disturb existing institutions. Moral codes, erected in violation of the law of nature, have caused people to mistake good for evil and evil for good. The healthy freedom of the day, the splendid forecast of tomorrow, has sprung from that optimism which has centered around the motion picture....."

4. Democracy. Our heroes are always democratic. The plain ordinary virtues of American life triumph; noticeable always through our photoplays. No Toryism; no socialism.

"We furnish the world with its moving pictures. And in spite of the contention of narrow reformers that the movies are a peril, we have presented heroes and heroines of Americans as well dressed, well behaved, gallant and well mannered. Our villains are the world's villains, our vamps their vamps, and those who represent our ideals also typify those of the people of a hundred tongues.....Give us time and we'll make friends of all the world. Give the world time and understanding will supplant the ignorance of hate."

Are we not making the world safe for democracy by preaching democracy, American democracy, through motion pictures? Are not our cousins across the seas, or the Canadian border given a greater insight into institutions of democracy by looking at the great American historial pictures?

5. Fairplay. This great American trait prevails throughout pictures.

Why, then, is there not fair-play for the movies?
Why not think in terms of what is right with the movies. Quote Mr. Hays.
Fairplay should prompt us to give regard as to how to criticize the movies fairly. See clipping from the Salnias, Cal. Index on "Criticizing the Movies".

Do you not get from the movies that which you bring to it, as in viewing any work of art? What is your attitude when you go to movies? Do you realize the tremendous effort, time, patience, thought and care taken to develop the motion picture from the time of its inception until you see it on the screen for inconsequential cost?
Great orators are said to have taken years in preparing a single address. How is this comparable to the thought put in the motion pictures?

Some of the trials and tribulations of the Director.
How long it takes to make pictures.
How much do they generally cost?
Why cannot we always have the great spectacle.
Why Photoplays as in other things in life, must be relative.

The progress there has been made in motion pictures.

Why pictures cannot be made "according to specifications with an inspector at Los Angeles to see that the specifications were passed".

Must we say that pictures must be made according to my way of thinking or thing?

Morals of pictures. Morals of actor-folks. 1/12th of the early Christian church (The Apostles) went wrong. We don't condemn the Christian church for this; nor should we condemn the great motion picture industry with its great personnel for the faults of the few.

CONCLUSION.

This great form of visual education has elevated public taste, and will continue to do so.

Arthur Brisbane says: "American women are the most beautiful. You hear it from every visitor to our shores. American movies have helped to make them so. The women of today have finer complexions, better teeth, better carriage, nicer hands, than the women of two decades ago. The shop girl of today is as good-looking as the fine lady of twenty years ago

Students of such matters give the movies credit for the example set for women. Pictures have emphasized the value of good looks.

There is something else that the movies have carried to every corner of America. That is an appreciation of good furniture and beautiful surroundings. The greatest landscape artists and interior decorators in the profession are working for the movies now. They have done more to make homes beautiful by entering the motion picture field than they ever could do by lecture or writing.

There is still one great American ideal which should be related to the movies,- that of "THE SQUARE DEAL". The movies are worth having a Square Deal from the American people.

A plea to patronize better pictures. Quote Mr. Hays in conclusion.

Points covered in this Outline for Mr. Griffith.

Visual education in a striking manner.
Are thoroughly American. The ideals they inculate.
They are clean.
They exercise a wholesome influence abroad.
They are entitled to fair-play.
Constructive criticism of the movies.
Appreciation of what they represent in thought, time and effort.
Why there cannot all be "Births of a Nation".
How much pictures cost.
The morals of actor-folk.
How they elevate public taste.
Why they are entitled to a square deal.
Why there is no discrimination against any religion.
Why good pictures should be patronized.

12/9/25

They have asked me to talk to you this afternoon on the subject of American ideals in the motion pictures. You that I am talking to are the ideals. You are the Americans - you, Mary and John at the other end of the radio listening to me, because you are the motion picture. You are it.

There is a tremendous amount of work involved in the making of motion pictures. It is very hard to get good stories. When I say this I mean relatively. We find the best story we can. It has to go through tremendous machinery. We have now the best stories of the literary world. The best writers in the world have given their stories for motion pictures. Many of these authors are in the scenario departments. Ten of thousands of stories are read every year. They try, honestly, of course, to pick the best. They go at them again and again. After that is the tedious, long-houred, tiresome work required to make these stories into pictures as good as can be made. Most of them are made under glaring lights - under tremendous heat. Sometimes in the summer the temperature runs as high as 120 while the actors and directors sweat and work, trying as best they can to make a motion picture out ofan idea. - all for you. With the strictest economy by business men from the outside world in the studio, the average small feature picture that you can see costs from $350,000 to 5 or $600,000. The big specials run from 6 to $700,000 to $1,500,000. Just for one motion picture - just for you. All this toil and trouble is gone through, naturally, to please you. It is easier to make high class pictures than the sensational kind. When we make these high class pictures you attend them and stay away from the other kind. One of the best, sweetest cleanest motion pictures ever made was written by that great author James M. Barrie and was called "Sentimental Tommy". While the

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press praised it and the best class of people praised it, the people as a whole did not go to see it. I, myself, have worked and struggled to give you the very best in certain motion pictures that I have made, and you Mary and John stayed away from them.

You cannot make better motion pictures through censorship. The very essence of our government is democracy. Democracy is founded on free speech. Because the motion picture is a new thing, people think it should be treated differently from the printed word. The motion picture is no more than the printed word - the newspaper, the novel or magazine - in another form, in pictures instead of words. If you begin to censor it, you are apt to end up by censoring all forms of expression, and if you do that it is the end of democracy. But by encouraging the best and staying away from those not so good - because remember you as the American public are making pictures for every corner of the globe and American motion pictures go into every village and hamlet around the world - can do much in this way. I have had certain picture of mine seen by 20 millions of people who have never read a word of English or heard a word of English spoken and never heard of the President of the United States nor who had never heard his name nor what it meant if they did hear it. You can help to make these pictures the best possible pictures. Still, remember one thing. Whatever the enemies of motion pictures may say about them, the pictures we send to these foreign countries are at least far better than those made by any other peoples. In fact, Great Britain claims that they are Americanizing and making democratic the world, and as Great Britain's possessions are 40% of that entire world outside of the U. S., she is naturally interested in this matter. These people see the American motion pictures. They see the beautiful sets and the interiors. Nowadays, these are done by the greatest interior decorators in the United

States. They see the beautiful American cities. Incidently, they see American cars on the streets and when they send their orders in for cars naturally they are inclined towards American makes. So that all in all these things presented by artistic photography must be making the other nations believe that America is a marvelous place. So true is this that to curb this Americanisation of the other nations, Great Britain is, at this moment, considering spending enormous sums of money to subsidise British films so as to counteract the American influence in foreign lands.

We believe that motion pictures speak the universal language. I mean by that that American newspapers and stories written in the English language only appeal to the English speaking and reading people, but pictures, needing no translation, are a universal language. They speak to the hearts of all the human beings of all the world. Therefore, automatically when these foreign nations see that the people of the other nations are not hated foreignors, no different from themselves - just men and women that love, and sin, of course - because that is part of all humanity - and repent, and that they have mothers that have babies that they love, they automatically come to know that there is no such thing as a foreignor, that we are all just plain human beings, in this great universal brotherhood of humanity.

After a decade of this sort of education, when you try to start another horrible, devastating war it's going to be a very difficult matter. Suppose we had had motion pictures in the past. For everything that happens today will be recorded so that the people of the future will know all about this day, how we walked, talked, looked, dressed, particuarly about the last Great War, and they will get many a good lesson in seeing the horror of it as propaganda against

war. Suppose, I say, motion pictures had been at Valley Forge, and we could see the shivering struggles of our forefathers. What a lesson in heroism that would be for us today to have seen the real men of that period, to have met, perhaps one of the greatest of all souls, that sweet patient hero, George Washington. Or again, if we could come face to face in pictures taken at that time with the Great Abraham Lincoln in his struggles and suffering and could have seen that heroic face as it was, to-day.

No, motion pictures need no defense. So when you look at them remember that you are not criticising for your own narrow little circle but for the people en masse - for the world in general. Many little things that may not please you may mean much to some of the many people who are going to see it.

As for the people working in this business, they are just human beings like yourselves - some good, some not so good, some still not so good. Of course, everything they do much fuss is made about because everyone knows of them and they are interesting matter to be written and talked about. If you will watch your daily papers, you will see that even ministers of the Gospel sometimes stray from the narrow path, but I am sure, not for that reason does anyone blame the great Christian religion. The people of the pictures are no better than anyone else, the plumber, the farmer, the shopkeeper - and no worse.

So just remember that the first thing - the most important thing - for better motion pictures is to have better audiences. In other words you appreciate and encourage the making of the better class of pictures and there will not be any other kind made.

Sorry to have detained you so long and thank you.

this, I believe the motion picture has accomplished that which more than any other medium has ever done in bringing sympathy, tolerance and tenderness to humanity.

If you imagine the average rough man with uncouth ideas about the meaning of womankind and the meaning of love after seeing a tender sweet story of romance in a motion picture and there are many of these to be seen in motion pictures, going out of the theatre after this viewing without having a different idea about the meaning of love and the meaning of womankind.

You read and hear all sorts of smart remarks about the habit supposed to be common in the motion picture theatres of the boys and girls from 15 to 85 holding hands while they look at the picture. After all, is there anything so terrible about this? If sweethearts, boys and girls, or man and wife, they can be sweethearts too, want to hold hands in a theatre while they are looking at a love scene upon the screen, what's wrong about it? "All the world loves a lover," is an old saying, and a real lover loves everybody, and therefore, when you love you're looked on kindly in return, because I think it's pretty generally true that what you give out is returned to you. If these kind of sweethearts are moved to hold each other's hands when they see my pictures, I take it as a compliment and have no complaint at all to make. Incidently, one of the best compliments I have ever had was from David Belasco, the dean of all stage producers, after seeing my last picture, and this I hesitate to say, but as this is a compliment to our industry as well as to myself I know you will pardon me if I do, Not even the medium of verse or prose had ever told the story of love as well as this medium of the motion picture as thus exemplified, and he then went on to say that every woman seemed more beautiful to him as he came out of the theatre.

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There is a thought here, for every human being in the world is or can be beautiful. Young or old, short or tall, plump or thin, if they are only glorified by the glow of love, which will radiate in their faces and every movement of their bodies. ~~It is again doubly glorified by those that look~~ upon them wearing the glasses that glorifies all things - that glasses of love.

In your practical mood, you say the buildings, the skyscrapers in the cities, the buildings that flank the streets of our towns and villages, the great hotels, the great apartment buildings are made out of concrete, brick, mortar, stone, steel. No one can deny that -- that's plain common sense and an evident fact. But think it over once. Just think it over and you will realize the power that put all that brick and mortar and stone and concrete together was love.

All men and women have ambitions. Men work strenuously to put up these buildings, to invent, to accomplish, to achieve, to write, to do -- Why? Generally to prove to some woman that they are important. The greatest works that have ever been done by the brain and hand of man are only feeble monuments of the great love burning in their hearts for some woman. ~~These buildings and~~ these achievements ~~are~~ not ~~mechanical~~ or economical ventures, but they ~~are monuments to~~ love.

Never ~~since the~~ beginning of ~~time have there been~~ so ~~many beautiful women as there are today~~, and here let me say I believe it is all nonsense this talk about flapperism and that the girls of today are going away from the old moral standards. There never in all history was a time when the young girls and women were as straight, as clean, as interesting and certainly never so

When the people in the motion picture theatres - say in France - or Germany - see pictures of American or English mothers with babies at their breasts, when they see them going about their daily work with their every day cares and troubles that they are bound to realize that they are just ordinary human beings like themselves. So that the motion picture is teaching daily to all the world that there is no such thing as a foreigner, that the French, the Germans, the English, the East Indians, East and West, North and South are all human beings very much alike in their hopes, in their dreams, in their loves, that there is no such thing as an alien, a foreigner, but that they are all children in the one great family of humanity, and there is also this medium can be a great force, perhaps the greatest of all forces, to wipe out the most childish, the most absurd, the most hideous of all crimes -- War. Because when all the races of the earth come to find out there is no such thing as a foreigner, but that all the races are human beings with like desires, like loves -- in other words, when they become to understand each other, it's very difficult to hate, for I believe that this absurd crime of war can only be wiped out by understanding - not by conferences - not by pledges, but only through understanding, which is love.

Suite 901-910 Telephone Longacre [illegible]

INTERNATIONAL FILM ARTS GUILD

200 FIFTH AVENUE NEW YORK CITY INC.

December 10,1926.

Mr. David W. Griffith,
1476 Broadway,
New York City.

My dear Mr. Griffith:

May I have the pleasure of your presence at our revival showing of "Broken Blossoms" which is to take place this Sunday,December 13th at the George M. Cohan theatre.

Your Secretary tells me you are leaving Sunday night but I trust you will have the time to drop in during the afternoon as the showings are continuous. The best time, I think, would be around 3 p.m.

It may also interest you to know that Miss Lillian Gish writes us as follows:

"I am so happy to hear that Broken Blossoms is to have a revival at the George M. Cohan Theatre. We always believed that we had something rather lovely and unusual in this picture and it is so gratifying to find that time has justified our belief.

I feel that your organization can be of great assistance to the Moving Picture, and my best wishes are with you for every possible success in your new enterprise.
Most sincerely,(Signed)Lillian Gish."

On our future programs for revival we have as well Intolerance and Birth of a Nation.

Very sincerely yours,

SG:MM

INTERNATIONAL FILM ARTS GUILD.

Symon Gould
General Manager.

I.F.A.G.

Admit 2
S. Gould

International Film Arts Guild, Inc.

The International Film Arts Guild, Inc.

— presents —

"DECEPTION"

with

Emil Jannings

Directed by

Ernest Lubitsch

By courtesy of

Famous Players Lasky Corporation

I.F.A.G.

The International Film Arts Guild, Inc.

— presents —

"A WOMAN OF PARIS"

with

Adolphe Menjou

Directed by

Charles Chaplin

By courtesy of

United Artists Corporation

at the

GEORGE M. COHAN THEATRE

Sunday, December 6th, 1925

I.F.A.G.

The following is a comprehensive idea of what will constitute the repertoire of the International Film Arts Guild, with reservations to be made for additions and eliminations:

The Last Laugh
Hanock of the North
The Golem
The Miracle Man
All for a Woman
Broken Blossoms
Dr. Jekyll and Mr. Hyde
Greed
Shoulder Arms
Cabiria
The Three Musketeers
Intolerance
The Hunchback of Notre Dame
The Kid
A Woman of Paris
Four Horseman of the Apocalypse
The Pilgrim
Passion
Deception
Crainquebill (or Bill)
Birth of a Nation
He Who Gets Slapped
Siegfried
Tillers of the Soil
One Glorious Day
Hollywood
Tol'able David
Wild Oranges
Gypsy Blood
Asta Nielsen's "Hamlet"
Nazimova's "Salome"
Abraham Lincoln
Forbidden Paradise
Foolish Wives
Kiss Me Again
Blind Husbands
Beggar on Horseback
Merry-Go-Round
The Prisoner of Zenda
The Mysteries of India
The Enchanted Cottage
The Servant in the House
The Stroke of Midnight
The Cabinet of Dr. Caligari
Shadows
Hollywood
Madam X
When Knighthood Was in Flower
The Old Nest
The Little Minister
Humoresque
Avenging Conscience
A Yankee at King Arthur's Court
Rosita
Her Night of Romance
Tess of the Storm Country
Les Miserables
The Jack-Knife Man
Judith of Bethulia
The Green Goddess
The Conquering Power

Driven
Beau Brummell
Victory
Fury
Java Head
Peter Pan
The Thief of Bagdad
The Covered Wagon
Ten Commandments
Joan the Woman
The Merry Widow
The Big Parade
Stella Dallas
The Lost World
Peter the Great
The Marriage Circle
The Whispering Chorous
Anna Christie
If Winter Comes
Sentimental Tommy
Prunella
Forever
Ruggles of Red Gap
Where the Pavement Ends
The Bright Shawl
The Sin Flood
The Sea Hawk
Scaramouche
Mother
The Salvation Hunters
The Dark Angel
Tower of Lies
The Fool
Sumurun (One Arabian Night)
The Street
Robin Hood
America
Rosita
Secrets
Iron Horse
Grandma's Boy
Stella Maris
Thief of Bagdad
The White Sister
Romola
Way Down East
Don Q, Mark of Zorro
The Good Provider
Peter Ibbetson
Cruze's American Comedies
Isn't Life Wonderful?
The Pawnbroker
The Freshman
Black Cyclone
Orphans of the Storm
Hearts of the World
The Unholy Three
The Fighting Coward
The Goose Hangs High
To the Ladies
Her Sister from Paris

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Little Old New York
Forever
He Came Up Smiling
Smilin' Through
Grass
Captain Blood
The Devil's Pass-Key
Kismet
The Woman God Forgot
Male and Female
Bella Donna
The Silent Watcher
The Christian
The Right of Way
The Stranger
Affairs of Anatol
Open All Night
Evangeline
The No'er-Do-Well
Street of Forgotten Men
Lost a Wife!
Disraeli
Manhandled
The Count of Monte Cristo
Mortal Clay
Manslaughter
Down to the Sea in Ships
Macbeth
A Tale of Two Cities
Sherlock Holmes
The White Sister
Othello
Quo Vadis
A Doll's House
The Signal Tower
The Sheik
Blood and Sand
War Brides
Three Live Ghosts
The Man Who Lost Himself
Omar
The Last of the Mohicans
The Gold Rush
Sally of the Saw Dust
The Humming Bird
The Brass Bottle
Ghosts of Yesterday
Coney Island

In addition to revivals of films to be selected from the above titles, the International Film Arts Guild will present the following screen dramas which have never been shown here:

Waxworks, a German film with Emil Jannings, Conrad Weidt (of the Cabinet of Dr. Caligari) and Werner Kraus (of the Miracle)
"Raskolnikov" (Dostoievsky's "Crime and Punishment acted by the Moscow Art Theatre.
"Sir Arne's Treasure (A Swedish Film)
"Nju" by Ossip Dymov, which is said to contain Europe's most distinguished achievement in naturalistic acting, with Emil Jannings and Elizabeth Bergner.
"Dracula" from the famous novel, directed by Carl Murnau, who directed "The Last Laugh"
"Homunculus" a German film
"The Stone Rider" with Rudolph Klein Rogge.
"The House in the Dragonerstrasse" with Werner Kraus.

The following novelties will also be included in our programs:

"Kreutzer Sonata" starring Nance O'Neil and Theda Bara
"The Resurrection" with Betty Nansen
"Anna Karenina" with Betty Nansen
"Fires of St. John" with Nance O'Neil

these constitute four of a group of early Fox film productions which were produced without changing the tragic ending of each drama.

The International Film Arts Guild also aims to temper its programs with some of the early Mack Sennet comedies, one of the good old Serials, old news reels and other landmarks of motion picture development.

The Mayflower
Washington, D.C.

December 10, 1926.

Mr. D. W. Griffith,
Famous Players Studio,
New York City, N. Y.

Dear Mr. Griffith:

Booth Tarkington and Miss Vera McCord ask me to get you to come to the Grand Concert of Artists composed of stars from the best movies and the best dramas in America, which will be held on the stage of the Ballroom at The Mayflower Hotel on Sunday evening February 7th at 10 o'clock.

The Management says that if they can secure your services on that night as Master of Ceremonies to introduce these artists, who will form a Rainbow of Hope on the back of the stage, you will have the greatest success of your life. Of course, they wish a scene from one of your favorite films, and then each of the artists will be called out and introduced by our Great Virginian, David Worth Griffith. If you can guarantee an appearance on that night in the above capacity, Mr. Harnett, the Manager, feels that it will be a great success and benefit to this excellent movement which is being sponsored by Booth Tarkington and Miss Vera McCord for "The National Club for Better Movies".

We know that you have made the best movies in the world; therefore, know you will answer by telegraph "I will be present to aid this movement".

The President and Mrs. Coolidge, Chief Justice and Mrs. Taft, and other distinguished Senators, have been given free stock in the National Club for Better Movies by Booth Tarkington and Vera McCord.

You know how anxious I am to have you come to Washington as soon as your engagement ends with the Famous Players, and establish a Washington Hollywood for better movies on the Potomac. Your Studio Headquarters, which I have obtained for you free of cost, will be at the Congressional Club. Miss Vera McCord is head of

Telephone
Connections

Telegraph Address
Cable Address

The Mayflower
Washington, D.C.

Charge to Office

December 10, 1936.

this in New York and you could be head of it in Washington if you so desire.

My two books "Twin Souls" and "Finding Aunt Nancy" will come out on Broadway in films the second book after Booth Tarkington's first book presented. I know you will be pleased to have this news.

I wish you as my guest at the Blue and Gray Ball on the evening of the 29th of December. Telegraph your acceptance to your devoted admirer and faithful friend,

Jennie Blackburn Moran

Jennie Blackburn Moran.

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF THE PRESIDENT

December 10, 1925.

Mr. D. W. Griffith,
Famous Players-Lasky Corp.,
485 Fifth Avenue,
New York City.

Dear Mr. Griffith:

This will introduce to you Mrs. Madeleine Rives Godfrey who says she has a matter which she wishes to discuss with you.

Mrs. Godfrey came to me with a letter of introduction from Louis Wiley of the New York Times. I do not know at all what it is she wishes to take up with you, but I am very glad to introduce her.

Thanking you for any courtesy that may be extended, I am

Sincerely yours,

Will H. Hays

hjk

RESOLUTION OF CORPORATION TO BORROW MONEY, PLEDGE COLLATERAL AND DESIGNATION OF OFFICERS TO BORROW, PLEDGE AND SIGN OBLIGATIONS

Office of D. W. Griffith, Incorporated

a corporation duly organized under the laws of the state of Maryland

and doing business at 1476 Broadway, New York, N. Y.

I Hereby Certify THAT at a meeting of the Board of Directors of this corporation, duly called and held on the 4th day of December 192 5, at which a quorum of such Directors was present, the following preamble and resolutions were duly adopted, viz.:

WHEREAS, This corporation may desire to borrow money from time to time from the Hamilton National Bank, of the City of New York, for use in its business, therefore,

RESOLVED, that the following officers President, Treasurer and/or Secretary of this Corporation, or any of them, be and they hereby are each given full concurrent power and authority from time to time to borrow money from the **Hamilton National Bank, of the City of New York,** on behalf of and upon the credit of this corporation and to make and deliver the note or notes or other obligation or obligations of this corporation, such notes or obligations to be signed by said President

(Designate the Officers) and countersigned by said

Treasurer or Secretary (Designate the Officers) who are hereby authorized so to do, the same to be in the form required by said **Hamilton National Bank, of the City of New York,** and they are hereby further authorized to pledge any bonds, stocks, bills and accounts receivable or other securities, or property of this corporation as collateral security therefor; and they are further authorized to endorse or discount or re-discount the bills or accounts receivable held by this corporation at any time or any part thereof, and the said **Hamilton National Bank, of the City of New York,** is hereby authorized to charge to the account of this corporation any obligation or obligations at or after the maturity hereof; and the corporation agrees that if it at any time fails, or becomes insolvent, or has a receiver appointed for its property, or commits an act of bankruptcy, then in either such case the obligation or obligations of the corporation held by the said **Hamilton National Bank** shall immediately become due and payable without notice or demand of payment, and the said obligation or obligations may be charged against the balance of any deposit account or any other funds of the corporation with said bank, the corporation hereby giving a continuing lien upon such balance of deposit account or accounts or any other funds to its credit from time to time existing, or any property of the corporation held by the bank, to secure all obligations from the corporation held by said bank.

RESOLVED, that the authority conferred by the foregoing resolution is to be and remain in force until duly revoked by a proper resolution of the Board of Directors of the said corporation, and notice thereof in writing is given to said **Hamilton National Bank, of the City of New York,** and I further certify that the signatures of the various officers authorized to sign appearing below, are the correct and genuine signatures of such officers. The foregoing resolutions comply with the provisions of the by-laws of this corporation.

In Witness Thereof I have hereunto set my hand and affixed the official seal of this Company this 10th day of December 192 5

(Seal) D. W. Griffith, Incorporated
(Name of Corporation)

Attest:

President — Albert W. Barnhart, Secretary

SIGNATURE OF OFFICERS

President — Vice-President

Secretary — Treasurer

FORM 119

CONTRACTS WITH HAMILTON NATIONAL BANK

1. $29,000 to DWG Inc. 4/12/26
2. $50,000 to DWG Inc. 12/11/25. Also Famous Players and United Artists' agreement
2. $50,000 at 6 per cent to DWG Inc. 12/12/25-4/12/26

Corporation
Borrowing Resolution

HAMILTON NATIONAL BANK

OF THE CITY OF NEW YORK

Dated.....

NORCROSS
101 WEST 42ND ST.
NEW YORK CITY
TELEPHONES: BRYANT 1960-4040

TELEGRAM

CHECKED FOR

This is a fast Telegram unless a letter symbol indicated by sign not after the number of words—"Blue" (Blue Letter) "N L" (Night Letter) "Blue" (Night Telegram) — Time filed
Standard time indicated on first message.

NY 61 7

WM MONTREAL QUE DEC 11 1925

G H CONWAY

ROOM 1107 1476 BWAY NY

LEAVING HERE SATURDAY HOLD ALL MAIL REGARDS

EPPING

1P

THIS AGREEMENT made this 11 day of December, 1926, by and between DAVID W. GRIFFITH of the City and State of New York, first party, D. W. GRIFFITH, INCORPORATED, a Maryland Corporation, having an office at 1476 Broadway, City and State of New York, second party, and HAMILTON NATIONAL BANK of New York City, having its place of business at 130 West 42d Street, City and State of New York, third party. WITNESSETH :

The second party has executed and the third party is in possession of a certain promissory note to the order of "Ourselves" endorsed by the second party and the first party in the sum of Fifty Thousand ($50,000.) Dollars with interest at the rate of six (6%) percent per annum and payable four (4) months from the date hereof.

The first party is financially interested in the second party and has joined with it in requesting a loan to the second party from the third party in the face amount of the note above referred to and to be evidenced thereby.

The first and second parties have contracted with the FAMOUS PLAYERS-LASKY CORPORATION under date of the 10th day of June, 1924, whereby the first party is to make for the said Famous Players-Lasky Corporation three (3) pictures, one ~~of~~ so-called "Program Picture" and two (2) so called "Special Feature Motion Pictures" for which said services said Famous Players-Lasky Corporation agrees by said contract to pay the sum of Six Thousand ($6,000) Dollars per week, beginning with the first "shooting" date of each production, to the first and second parties jointly. That pursuant to said contract, the said first and second parties have completed for the Famous Players-Lasky Corporation the first picture agreed to be made thereunder.

The second party is the owner of the negatives and positive films and prints of the following feature photo plays, viz:

"BROKEN BLOSSOMS"
"LOVE FLOWER"
"DREAM STREET"
"WAY DOWN EAST"
"ORPHANS OF THE STORM"
"ONE EXCITING NIGHT"
"THE WHITE ROSE"
"AMERICA"

- / -

The first and second parties have requested the third party to loan to the second party the sum of Fifty Thousand ($50,000.) Dollars, this indebtedness to be evidenced by said promissory note of the second party to the order of "Ourselves" endorsed by the second party and the first party in the sum of Fifty Thousand ($50,000) Dollars, with interest at the rate of six (6%) percent per annum and dated the day of December, 1925, payable four (4) months from the date thereof for the purpose of gradually liquidating the outstanding indebtedness of the party of the second part.

NOW, THEREFORE, this agreement WITNESSETH:

That for and in consideration of the sum of One ($1.00) Dollar lawful money by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged and other good and valuable considerations, the parties hereto agree as follows:

FIRST: The third party agrees to loan to the second party the sum of Fifty Thousand ($50,000) Dollars to be evidenced by the promissory note of the second party to the order of "Ourselves" endorsed by the first and second parties and delivered to the third party in the sum of Fifty Thousand ($50,000) Dollars with interest at the rate of (6%) percent per annum, dated the day of December, 1925 and payable four (4) months from the date thereof.

SECOND: The first and second parties hereto, as security for the said loan and to insure the repayment of the full amount thereof with interest to the third party, do hereby sell, assign, transfer and set over to the third party, the negative and positive films and prints of the feature photo plays, viz:

"BROKEN BLOSSOMS"
"LOVE FLOWER"
"DREAM STREET"
"WAY DOWN EAST"
"ORPHANS OF THE STORM"
"ONE EXCITING NIGHT" (Excepting one half interest in the foreign distribution rights not including Canada)
"THE WHITE ROSE"
"AMERICA"

together with all books, stories, scenarios, motion picture stories and copyrights relating to the said pictures and also all sums of monies now

due or to become due on account of any contracts, agreements or leases now or hereafter made for the leasing, sale, distribution and/or exhibition of any and all said photo plays now had or hereafter to be had with any person, firm or corporation in the United States, its possessions and/or any foreign countries.

THIRD: The first and second parties also sell, assign, transfer and set over to the third party the weekly compensation in the total sum of Six Thousand ($6,000) to be received by the first and second parties from Famous Players-Lasky Corporation, pursuant to the terms of the said contract dated June 10, 1924 and all their rights, profits and emoluments arising out of the aforesaid contract.

The first and second parties convenant that they will forthwith give the Famous-Players-Lasky Corporation an irrevocable order to make all such payments to the third party.

The first and second parties hereby grant to the third party, its successors and assigns, full power and authority for its own use and benefit and in the name of the first and/or second parties or in its own name from time to time to ask, demand, receive, compound and give acquittances for any such contracts, royalties, salaries, percentages, emoluments or monies due or to become due, received or to be received, or any part thereof, and in their respective names or otherwise, to prosecute, settle, adjust and/or withdraw any suit or proceedings in law or in equity therefor, including all such contracts, agreements, royalties, salaries, percentages, emoluments and monies which in any way relate to all or a part of the feature photo plays referred to in Paragraph Second and the royalties, salaries, percentages. emoluments or monies as more fully stated aforesaid in this paragraph arising out of the contract of the first and second parties with the Famous Players-Lasky Corporation.

FOURTH: The first and second parties hereto further agree that they will authorize and direct the United Artists Corporation and/or any Distributing Agent which may have an agreement or contract with the first

and second parties for the leasing, exhibition and/or distribution of any of the photo plays mentioned in Paragraph Second of this agreement, to make payment direct to the third party of all of such proceeds of any such leasing, distribution or exhibition contracts or agreements unless otherwise directed by the third party and the first and second parties hereto further agree that they will authorize and direct the Famous Players-Lasky Corporation to make payment direct to the third party of all salaries, compensations, percentages, emoluments and/or royalties payable, pursuant to said contract dated June 10, 1924 until otherwise directed by the third party and until all the indebtedness of the first and second parties to the third party hereto and interest thereon shall be fully paid and satisfied.

FIFTH: The first and second parties covenant and warrant that they have not assigned or encumbered their rights under the terms of said last mentioned contract, or any salaries, percentages or bonuses arising therefrom, and that the said motion pictures, prints, negatives and stories of the photo plays referred to in Paragraph "Second" hereof are free and clear of any liens or encumbrances except as therein stated.

SIXTH: The third party agrees that the negatives of all the photo plays referred to herein shall during the term of this agreement be kept in the custody and/or control of the first and second parties in such places in New York City as such first and second parties shall deem it necessary.

SEVENTH: The first and second parties agree that they will forthwith mark the ledgers and/or any other books of account or record wherein any reference is made to the photo plays.

"BROKEN BLOSSOMS"
"LOVE FLOWER"
"DREAM STREET"
"WAY DOWN EAST"
"ORPHANS OF THE STORM"
"ONE EXCITING NIGHT"
"THE WHITE ROSE"
"AMERICA"

or any contracts, leases or agreements for the sale, leasing distribution and/or exhibition thereof with a statement in substance, as follows:

"The negatives and positive prints, contracts for the sale, exhibition, lease and/or distribution thereof

and the proceeds of all monies received or to be received therefrom, are the property of the Hamilton National Bank of the City of New York under agreement made and entered into between David W. Griffith, D. W. Griffith, Incorporated and Hamilton National Bank of the City of New York dated December, 1926"

EIGHTH: The first and second parties hereby waive presentment, demand, protest and notice of dishonor of the note herein referred to and of any and all other notes or additional notes or obligations of the first and second parties, or either of them, at any time held by the third party.

NINTH: This agreement and the property assigned hereunder shall also be collateral security for any other loans, notes, obligations or indebtedness of the second party to the third party.

TENTH: It is hereby understood and agreed that in addition to the collateral herein provided for, any monies on deposit with the third party to the credit of the first and/or second parties may be applied by the third party to the liquidation of the obligation herein provided for, or any other obligation of the first and/or second party at any time outstanding and held by the third party.

ELEVENTH: The first and second parties agree that neither of them will sell, assign, transfer or create any lien upon any of the photo plays or the positives or the negatives thereof herein referred to, and/or the royalties or monies to become payable and/or the salaries, percentages, emoluments, royalties or monies to become payable as herein referred to, without the consent of the third party and until the full amount of this obligation is paid.

TWELFTH: The first and second parties further agree that the third party may in its discretion at any time that the loan herein provided for, or any part thereof, is called by the third party, or remains unpaid for thirty (30) days thereafter, sell, Assign, transfer or set over, either by public or private sale, with or without notice, the said negatives, films, prints, copyrights and all other property hereby assigned with notice to the parties of the first or second parts, such sale being hereby consented to by

the said parties, and the purchaser thereof shall acquire full and exclusive right to all the negatives and films thereof, with full powers, rights and authority to change the stories or to cut and change the photo plays and retain the name of the first party as producer thereof.

FOURTEENTH: The first and second parties represent that the only part of any of the pictures herein referred to which has been heretofore sold is as follows:

> A one-half interest in the foreign rights of the photo play "ONE EXCITING NIGHT" (with the exception of Canada.

FIFTEENTH: The third party agrees that so long as the first and second parties shall faithfully perform all the terms and provisions hereof on their behalf undertaken, it will deduct from the payments of Six Thousand ($6,000) Dollars per week, mentioned in Paragraph "Third" hereof the sum of Fifteen Hundred ($1,500) Dollars each week, until all indebtedness to the third party, with interest, has been fully paid and satisfied and will credit the account or accounts of the first and second parties, as it may be directed, with the balance of such payments. It is the intention of the parties hereto, that the first deduction of such Fifteen Hundred ($1,500) each week shall not be made by the third party until after thirty (30) days from the date hereof.

SIXTEENTH: Upon payment in full of all indebtedness of the first and second parties to the third party, this agreement shall forthwith terminate and the third party agrees to execute any papers, documents or releases which may be necessary and/or required to release the lien of the third party on any of the property, salaries, emoluments, percentages and all other rights herein referred to.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal and the second and third parties have caused these presents to be signed by their duly authorized officers and their respective corporate seals to be hereunto affixed on the day and year first above written.

D.W. Griffith (L.S.)

D.W. GRIFFITH, INCORPORATED

By D.W. Griffith
Pres.

ATTEST:

Albert Throckley
Secretary

HAMILTON NATIONAL BANK

By E.L. Doty
Vice Pres.

CITY, COUNTY AND
STATE OF NEW YORK. } ss.:

On this 11th day of December, 1925, before me personally came D.W.GRIFFITH, to me known and know to me to be the person described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

Robert Chandler
NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 383
New York County Register's No. 6310
Commission expires March 30, 1926

CITY, COUNTY AND
STATE OF NEW YORK.) ss.:

On this 11th day of December, 1925, before me personally came D.W.GRIFFITH, to me known, who being by me duly sworn, did depose and say, that he resided in the City and County of New York; that he is the president of D.W.GRIFFITH INCORPORATED the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

Robert Chandler
NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 383
New York County Register's No. 6310
Commission expires March 30, 1926

CITY, COUNTY AND
STATE OF NEW YORK. } ss.:

On this 11th day of December, 1925 before me personally came E.L. Doty to me known, who, being by me duly sworn did depose and say, that he resided Hastings on Hudson, N.Y. that he is the Vice President of the HAMILTON NATIONAL BANK OF THE CITY OF NEW YORK, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

A. Brunk
NOTARY PUBLIC
Nassau Co.
Certificate Filed in Queens Co. No. 131
Certificate Filed in New York County No. 222
Term Expires March 30, 1926

PAYABLE IN FUNDS CURRENT AT THE NEW YORK CLEARING HOUSE

$50,000.00 New York, December 11 1926

Four Months (4) after date, without grace the undersigned, for value received, jointly and severally promise to pay to the HAMILTON NATIONAL BANK of New York, or order, at the office of said Bank in the City of New York, Fifty Thousand and 00/100 Dollars with interest at the rate of Six per Cent per Annum, having deposited and pledged with the said Bank as collateral security for the due payment of this note and of any note given in extension or renewal thereof and of any and all other obligations or liabilities of the undersigned or any of them to said Bank, due or to become due, absolute or contingent, or now or hereafter contracted or existing, the following property:

of an estimated market value of Dollars

The undersigned hereby jointly and severally agree to deposit with the Bank such additional collateral security as may from time to time be demanded and in default thereof this note at the option of the Bank or of its President or Cashier shall become due and payable without further notice.

Upon the non-payment of this note or of any of the aforesaid obligations or liabilities, or upon the non-performance of any of the agreements in this note by the undersigned or any of them, then the principal of this note and/or the whole or any part of any or all of the aforesaid obligations or liabilities of the undersigned or any of them shall mature at the election of the Bank upon demand or by presentation thereof for payment; and in any such event the Bank shall have the right to sell, assign and deliver the whole or any part of the property hereinabove specifically described and/or of any property substituted therefore and/or of any additions thereto and/or of any other property of the undersigned or any of them in its possession, at any time or times, either at the New York Stock Exchange or at any broker's board or at public or private sale, either for cash or on credit or for future delivery, without demand, advertisement or notice, which are hereby waived, and to apply the net proceeds to the payment of this note and/or of any or all such other obligations or liabilities of the undersigned or any of them and/or of any or all expenses and/or legal expenses and counsel fees reasonably incurred by the Bank in connection with any obligation or liability of or claim against the undersigned or any of them, accounting for any surplus; the undersigned and each of them remaining liable for any deficiency. Upon any sale as aforesaid, the Bank may purchase and hold the whole or any part of the property sold, free from any claim or right of redemption of the undersigned or any of them, which is hereby waived and released. In case of any sale by said Bank of any of said securities or property on credit or for future delivery, the securities and property sold may be retained by said Bank until the selling price is paid by the purchaser, but said Bank shall incur no liability in case of failure of the purchaser to take up and pay for the securities or property so sold. In case of any such failure, the securities or property may be again sold. The Bank is hereby given a lien, for the payment of this note and of all other claims against the undersigned or any of them or against any firm of which the undersigned or any of them are or is a member, which now exist or which may hereafter arise in favor of the Bank, and of all expenses and of legal expenses and counsel fees reasonably incurred by the Bank in connection with any obligation or liability of or claim against the undersigned or any of them or firm of which the undersigned or any of them are or is a member, upon all property or securities which have been or which shall hereafter be given to or left in possession or custody of the Bank by or for the undersigned or any of them for safe keeping, or subject to further directions or instructions or for any other purpose, and also upon the balance of any account of the undersigned or any of them with said Bank, and this notwithstanding such property or securities may have been or shall be deposited as security for some special purpose. It is also further agreed that any moneys or other property at any time in possession of said Bank, belonging to the undersigned or any of them, or any guarantor or endorser of this note, and any deposits, balance of deposits, or any sums at any time credited by or due from said Bank to any such parties, may at all times, at the option of the said Bank, be held and treated as collateral security for the payment of this note or any other liability of the undersigned or any of them or guarantor or endorser to the said Bank, whether due or not due, and all expenses and legal expenses and counsel fees reasonably incurred by the Bank in connection with any obligation or liability of or claim against the undersigned or any of them or guarantor or endorser, and said Bank may at any time, at its option, set off the amount due or to become due hereon against any claim of any of said parties against said Bank. In case of any exchange of, or addition to the collateral named in this note the provisions of this note shall extend to such new or additional collateral. Upon any transfer of this note or any obligation of the undersigned or any of them, which may be made without notice to the undersigned or any of them or any endorser or guarantor, the Bank may deliver the collateral or any part thereof to the transferee, who shall thereupon become vested with all powers and rights above given to the Bank in respect thereto, and the Bank shall thereafter be fully discharged from any responsibility concerning the said collateral or any part thereof. The Bank may pledge any of the security hereunder (either alone or with other) to the United States or to the Federal Reserve Bank to secure deposits or other obligations of the Hamilton National Bank of whatever amounts. Calls for collateral or any notices to the undersigned or any of them may be made or given by the Bank by leaving same at any address given below or the last known address of the undersigned or any of them, or by mailing same to such address, with same effect as if delivered to the undersigned or any of them in person. It is further agreed that in the event of insolvency of the undersigned or any of them, or the occurrence of anything evidencing such insolvency, or the appointment of a receiver of the property of, or an assignment for the benefit of creditors of the undersigned or any of them, this note and all of the said notes, claims and liabilities shall become and be immediately due and payable without notice or demand of payment. No delay, on the part of the holder hereof in exercising any rights hereunder shall operate as a waiver of such rights.

D.W.GRIFFITH INCORPORATED

By D.W. Griffith

President.

Albert W. Banzhaf

Sec'y.

GUARANTY

In consideration of the making at the request of the undersigned, of the loan evidenced by the within note, and of the sum of one dollar, to..... in hand paid, the undersigned hereby jointly and severally guarantee.....to Hamilton National Bank of New York, its successors, endorsees or assigns, the prompt payment of the said note, when due, and hereby consent.....to the terms and conditions of the said note and agree.....to be bound by the said terms and conditions and consent..... that the collateral security for the said note may be exchanged or surrendered in whole or in part from time to time, or the time of payment of the said note or any of the security therefor extended, or the rate of interest changed, without notice to or further assent from the undersigned, and that the undersigned will remain bound upon this guaranty, notwithstanding such changes, surrender or extension. The undersigned waive.....demand of payment from the maker of said note, and also waive.....notice of protest or non-payment of the said note, and also waive .....notice of sale in whole or in part of the collateral security held for the said note.

D W Griffith

.....

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Delivered this letter together with letters dated this date of D.W.G. that day.

December 11th 1925.

Mr. A.C.Emery,
President, Hamilton National Bank,
130 West 42nd Street,
New York City.

Dear Sir:

I am handing you herewith:

1. Collateral note of D.W.Griffith Incorporated to your order for $50,000. dated today, due four months from date, guaranteed by Mr. D.W.Griffith personally on the back thereof.

2. Copy of agreement dated the 11th day of December, 1925 entered into by and between your Corporation, D.W.Griffith Incorporated and D.W.Griffith personally assigning to you certain collateral security as therein enumerated.

3. Letter addressed to the United Artists Corporation under date of December 11th 1925 by D.W.Griffith Incorporated authorizing said Corporation, ~~until further notified~~ of the aforesaid assignment, ~~and~~ make all future payments arising out of sales of the Griffith pictures therein designated to you until such time as you may notify them to the contrary, pursuant to the terms of the aforesaid agreement, together with a proposed form letter addressed to the United Artists Corporation to be signed by your Company advising United Artists Corporation of the aforesaid letter signed by D.W.Griffith Incorporated and also notifying them, until further notice from you, to make all payments which may from time to time be made payable to you by reason of the aforesaid assignment direct to D.W.Griffith Incorporated.

4. Letter addressed to Famous Players Corporation as of December 14th signed by D.W.Griffith Incorporated and Mr. Griffith personally, notifying said Famous Players Lasky Corporation of the agreement entered into by and between you and D.W.Griffith Incorporated and Mr. Griffith under date of December 11th 1925, advising them to make all payments arising out of the contract existing between D.W.Griffith, D.W.Griffith Incorporated and Famous Players Lasky Corporation under date of June 10th 1924 to your Company, or until otherwise notified by your Company, together with a proposed letter of instructions to be signed by your Corporation addressed to Famous Players Lasky

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Corporation dated December 14th 1925, advising them of the aforesaid assignment and directing them to make payments arising out of the terms thereof until further notice received from you to the D.W.Griffith Corporation direct.

As previously stated to you, Mr. Griffith has two more productions to finish for Famous Players Lasky Corporation pursuant to his contract with said Company, which pictures are known as "special features" or "road show pictures" and for which Mr. Griffith and the Griffith Corporation are to receive a salary of $6,000. a week during the making of said pictures, but said salary in the aggregate shall not amount to more than $200,000. per picture. In case any of the pictures should take longer than thirty-three weeks each, then and in that event the Griffith Corporation is not to receive such salary from Famous Players Lasky Corporation and Mr. Griffith will finish the picture without further salary payments as there may be a short interval between the making of these two last pictures, and at the finish of the last picture when Mr. Griffith's salary and that of D.W.Griffith Incorporated will cease. Mr. Griffith and D.W.Griffith Incorporated, however, are to receive bonuses in addition to said salary provided the pictures are completed before such intervals, and D.W.Griffith Incorporated is further entitled to twenty percent of the net profits arising out of the earnings derived from the exploitation of said pictures by the Famous Players Lasky Corporation, which bonuses and percentages are included in the assignments of the salary accounts to you.

In this connection I further advise that if there should, per chance, be an interim of time when the Famous Players Lasky Corporation should not pay a sufficient salary to D.W.Griffith Incorporated to make the payments of $1500. per week, the Griffith Company will, and it does hereby agree to make such payments out of their general funds in order to have the loan aforesaid self-liquidating, since it will in the interim be receiving sums from the United Artists Corporation and other sources arising out of the exploitation of its pictures.

I am also handing you herewith certified copy of the resolution of the Board of Directors of D.W.Griffith Incorporated, authorizing the aforesaid loan of $50,000., also certified copy of resolution revoking the power of Frank R. Wilson and William R. Walker to countersign checks of D.W.Griffith Incorporated.

Thanking you for your courtesies in this matter,

I remain

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB:GDM

December 11, 1926

United Artists Corporation,
729 7th Avenue,
New York, N. Y.

Gentlemen:

This is to advise you that the undersigned have this day assigned to HAMILTON NATIONAL BANK OF THE CITY OF NEW YORK the negatives and positive films and prints of the following photo plays, viz:

"BROKEN BLOSSOMS"
"LOVE FLOWER"
"DREAM STREET"
"WAY DOWN EAST"
"ORPHANS OF THE STORM"
"ONE EXCITING NIGHT" (excepting one-half interest in the foreign distribution rights not including Canada)
"THE WHITE ROSE"
"AMERICA"

together with the books, stories, scenarios and copyrights relating to said pictures and also all sums of monies now due or to become due on account of any contracts, agreements or leases now or hereafter made for the leasing, sale, distribution and/or exhibition of any and all said photo plays.

Pursuant to this assignment you will kindly pay all moneys which may be due us as aforesaid to Hamilton National Bank of the City of New York until further notice from them. This letter is in no way to be regarded as making you responsible or liable for any payment so made to Hamilton National Bank of the City of New York.

Will you kindly acknowledge receipt of this letter direct to Hamilton National Bank, 130 West 42nd Street New York City, and oblige

Very truly yours
D.W. GRIFFITH INCORPORATED
By Albert W. Banzhaf
Pres

KNOW ALL MEN BY THESE PRESENTS: That Motion Picture Capital Corporation, a Delaware Corporation, having its principal office at 51 East 42nd Street, New York City, does hereby acknowledge receipt in full of the payment of all amounts, principal, interest and additional compensation secured by the certain Agreement dated March 10th, 1925, between David W. Griffith of Mamaroneck, New York, D. W. Griffith, Inc., a Maryland Corporation and said Motion Picture Capital Corporation and by a certain Agreement dated the 28th day of July, 1925, between said David W. Griffith, said D. W. Griffith, Inc. and said Motion Picture Capital Corporation, copies of which agreements are annexed hereto and said Motion Picture Capital Corporation does hereby assign, transfer and set over unto said D. W. Griffith, Inc. all its right, title and interest in and to all securities and collateral enumerated in said Agreements dated March 10, 1925 and July 28th, 1925, and intended to secure the loans referred to in said two Agreements, interest thereon and additional compensation therefor.

IN WITNESS WHEREOF, Motion Picture Capital Corporation has caused this instrument to be executed by its President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 12th day of December, 1925.

MOTION PICTURE CAPITAL CORPORATION
By Frank R. Wilson
President.

ATTEST: Tom Stokes
Assist. Secretary.

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 12th day of December, 1925, before me personally came Frank R. Wilson, to me known, who, being by me duly sworn, did depose and say, that he resides in New York City that he is the President of Motion Picture Capital Corporation, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Robert H. Loeb

Notary Public, New York County No. 5[illegible]
New York County Register No. [illegible]
Commission expires March 30, 1926

D. W. Griffith, Inc. does hereby acknowledge the delivery to it of the securities and collateral above assigned to it.

Dated this 12th day of December, 1925.

D. W. GRIFFITH, INC.
By Albert H. Banzhaf
Sec

H. G. Glenn

8723.82
1902.48
2021.74

copy to D W Griffith Inc
attention Mr Epping
FB

December 12, 1925.

Mr. David J. Fox,
c/o Brown, Bros & Co.,
59 East 42nd Street,
New York, N.Y.

Dear Mr. Fox:-

We are holding the following monies received to date from foreign countries on "ONE EXCITING NIGHT". This list also includes all items as reported in our letter of October 5, 1925.

Mexico.

To November 21st, 1925. $244.14

Australasia

Cable 6/12/25	£10 - 0 - 0	@ 4.85½	48.52	
" 6/27/25	10 - 0 - 0	4.85	48.50	
" 7/4/25	10 - 0 - 0	4.856	48.56	
" 7/25/25	10 - 0 - 0	4.85	48.50	
" 8/10/25	10 - 0 - 0	4.851	48.51	
" 8/5/25	10 - 0 - 0	4.84	48.40	
" 8/31/25	10 - 0 - 0	4.85	48.50	
" 8/14/25	10 - 0 - 0	4.84-1/8	48.42	
" 11/13/25	10 - 0 - 0	4.84-3/16	48.42	
" 12/7/25	10 - 0 - 0	4.84-2/3	48.47	
				484.85

England

W/E 10/2/25	£12 - 6 - 8	4.84	59.69	
10/9/25	24 -15 - 0	4.84	119.54	
10/23/25	10 -17 - 0	4.84	52.51	
10/30 & 11/7	37 - 5 - 6	4.84	180.40	
11/13/25	13 -16 - 6	4.84	66.91	
11/20/25	9 - 9 - 0	4.84-5/8	45.80	
				524.85

Continental Europe

Month ending May 2, 1925.

France	Frcs. 679.00	@ .0490	33.27	
Switzerland	" 231.00	.1930	44.58	
Czecho-Slov.	Kr. 717.50	.0293	41.02	
Sweden	Kr. 17.32	.3670	4.62	
				123.49

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mr. David J. Fox December 12, 1945.

			Brought Forward.....		$1253.84
			" "	123.49	
Month Ending May 30, 1925.					
France	Fcs.	311.75	.0465	14.50	
Switzerland	"	52.50	.1938	10.17	
Czecho-Slav.	Kr.	304.50	.0295	8.98	
Sweden	Kr.	166.36	.2675	44.50	
Month Ending June 27, 1925.					
Czecho-Slav.	Kr.	891.10	.0292	26.02	
Sweden	Kr.	117.74	.2685	31.61	
Month Ending Sept. 1, 1925.					
France	Fcs.	3185	.0460	146.51	
Month Ending Oct. 1, 1925.					
France	Fcs.	2047.50	.0396	81.06	
Switzerland	"	119.	.1924	22.90	
Czecho-Slav.	Kr.	822.50	.02955	24.30	
Italy	Lire	1217.98	.0396	48.23	
					582.29
South America					
Chili Pesos		243.67	.1115	27.17	
" "		350.	.1125	39.38	
					66.55
					$ 1902.68

Very truly yours,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beadh

HM:SL

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
CUMMINGS SMITH
SECRETARY

OFFICE OF
CHARLES C. PETTIJOHN
GENERAL COUNSEL

December 18, 1925

Albert H. T. Banshaf, Esq.,
Banshaf and Pembleton,
130 West 42nd Street,
New York City.

Dear Sir:

I am returning herewith to you the complete file in this matter.

Please note on the first page of the National Film Brokers' "announcement" that they ask all buyers when ordering to submit first and second choice. The facts are as follows:

This particular exchange in Kansas City does not have in their possession more than ten percent of the subjects herein advertised. But ten to twelve of these so-called film brokers, located in as many exchange centers throughout the United States, do have collectively between them approximately ninety percent of this product.

If the Kansas City exchange gets a sale for one of the positive prints listed in this announcement that they do not have in their possession, they know from their records from which of the other exchange centers it can be produred, and buy for less money from some other exchange center and sell at a profit to the purchaser.

It is my opinion that one of these concerns has a print of "The Fall of Babylon" and "Mother and the Law" and my latest information

is that these two particular prints are now located in the Kansas City office of the National Film Brokers, 1710 West 45th Street, Kansas City, Missouri.

Your Mr. Navarre should be able to get some Kansas or Missouri exhibitor to negotiate for the delivery of these two prints and if Mr. Navarre desires the services of a Burns man in connection with this matter, after he has made the effort through some local exhibitor, we will be glad to fully cooperate with him.

Very truly yours,

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF THE PRESIDENT

December 12, 1928.

Mr. D. W. Griffith,
Famous Players-Lasky Corp.,
485 Fifth Avenue,
New York City.

Dear Mr. Griffith:

I have heard from a number of sources about the splendid talk you made on the radio the other day. This is all good and especially helpful in the things we are all trying to do.

With best wishes always, I am

Sincerely yours,

Will H. Hays

73.

UNITED ARTISTS (AUSTRALASIA) LTD.

'HIS DARKER SELF' ACCOUNT TO DEC. 12TH. 1925.

Due Producer.		Paid by Aust. Corporation.	
Amount due Producer as of Dec. 5th. account ---	£719. 3. 11	Amount paid by Aust. Corp. as of Dec. 5th. account ---	£701. 8. 9
70% share of film rentals for week ending Dec. 12th.	1. 4. 6	Remitted by cable Jan. 9th.	10. 0. 0
Total due Producer ---	£720. 8. 5	Total paid by Aust. Corp. --	£711. 8. 9

Total due Producer ---	£720. 8. 5	
Total paid by Aust. Corporation	711. 8. 9	
Balance due Producer ---	£ 8. 19. 8	

MUSEUM OF MODERN ART FILM LIBRARY

UNITED ARTISTS (AUSTRALASIA) LIMITED.

FILM RENTAL REPORT

"BIG BARKER GOLF"

(Name of Production.) WEEK ENDING 12th. Dec. 1925. 192

Contract Number	THEATRE	CITY	STATE	PLAY DATES	Length of Run Days	RENTAL		
32	Queens	Chelsea	Vic.	Dec. 3	1	1	15	0

D. W. GRIFFITH COLLECTION

Toronto
Dec 13th — 21

Mr. J. W. Griffith
Dear Sir

Hope you will pardon my presumption but as I the owner of fifty shares of your "Class A" stock would like to know if you could give me any information as to what your company expects to do and there any prospects of resuming dividends. Trusting you will spare a few minutes of your valuable time to answer. I beg to remain. J. Marion Wallace

Tel Junction 4433W 260 Kennedy Ave

Address
Mrs Marion Wallace
265 Kennedy Ave
Toronto
(9) Ont.
Tel Junction 4433 W.

December 14, 1925

Famous Players-Lasky Corporation,
485 Fifth Avenue,
New York, N. Y.

Gentlemen:

We, the undersigned, beg to advise that we have this day entered into an agreement with the HAMILTON NATIONAL BANK OF THE CITY OF NEW YORK, copy of which agreement is hereto attached for your information. This agreement is taking the place of the former agreement heretofore entered into between the undersigned and MOTION PICTURE CAPITAL CORPORATION under date of February 25, 1925, copy of which agreement was filed with you. You are being advised by the MOTION PICTURE CAPITAL CORPORATION as of today that their agreement has been terminated.

Pursuant to the terms of the said contract with the said Hamilton National Bank of the City of New York, we hereby authorize and direct you irrevocably to pay, if, as and when the same become due and payable to us, pursuant to the agreement by and between the undersigned with your Corporation, dated the 10th day of June, 1924, the sum of Six Thousand ($6,000) Dollars weekly, beginning with any payment which may become due on or after December 19, 1925 and continuing weekly thereafter and to pay the said Hamilton National Bank of the City of New York in addition to said salary or weekly compensation, now payable to us or either one of us, bonuses, percentages, royalties and all emoluments that may become due and payable to us from time to time, as per the terms of the aforesaid agreement with you. The payments aforesaid are to be made to the Hamilton National Bank of the City of New York and continue until you are otherwise notifed by the said Hamilton National Bank of the City of New York.

It is strictly understood, of course, that during the intervals between the making of pictures, pursuant to the aforesaid contract with you, when compensation may not be payable to us, you are not expected, nor are you in any way to be held liable to make any such payments.

The undersigned, and each of us, further hereby release and absolve your Corporation from any and all liability by reason of making such aforesaid payments to the Hamilton National Bank of the City of New York and this letter is in no way to have any effect upon any of the terms of the aforesaid contract now existing between your Corporation and Ourselves and we hereby, jointly and severally, agree

December 14, 1926

Famous Players-Lasky Corporation - 2

to fully and faithfully perform the terms of the said contract on our part to be performed, as though this letter and the assignment of our compensation to the said Hamilton National Bank of the City of New York, as upon the aforesaid agreement, had not been made.

Will you kindly acknowledge receipt of this letter.

Very truly yours,

D. W. GRIFFITH, INCORPORATED

By

President

D. W. GRIFFITH
D. W. GRIFFITH, INCORPORATED and
HAMILTON NATIONAL BANK OF THE CITY OF NEW YORK.

Gentlemen:

We hereby acknowledge receipt of the aforesaid letter and a copy of the contract between D. W. Griffith, D. W. Griffith, Incorporated and Hamilton National Bank of the City of New York, as therein mentioned, dated December 11, 1925.

Very truly yours,

FAMOUS PLAYERS-LASKY CORPORATION

By

Dec. 14th, 1925.

Famous Players-Lasky Corporation,
485 Fifth Avenue,
New York City, N.Y.

Gentlemen:

Referring to the letter from D.W. Griffith Incorporated to you dated February 25, 1925, authorizing and directing you to make certain payments to this corporation, we beg to advise you that all amounts due this corporation from D.W. Griffith Incorporated have been paid and hereafter no further payments by you to this corporation pursuant to said letter of February 25, 1925, will be required and you may make further payments pursuant to the agreement dated June 10, 1924 and the supplemental agreement dated January 20, 1925, as though such letter of February 25, 1925, directing payment to this corporation, had not been written or delivered to you.

Yours very truly,

MOTION PICTURE CAPITAL CORPORATION

By: _____
Asst. Treasurer.

Famous Players-Lasky Corporation,
New York City:

Gentlemen:

Chase National Bank of the City of New York does hereby notify you that it consents to the above and that it has no further interest in payments to be made by your corporation pursuant to said contract dated June 10, 1924 and said supplemental agreement dated January 20, 1925, between D.W. Griffith Incorporated and your corporation.

_____
Asst. Cashier.

Dec.14th,1928.

United Artists Corporation
729 Seventh Avenue,
New York City, N.Y.

Gentlemen:

We beg to advise you that all sums owing from D.W.Griffith,Incorporated to the undersigned have been paid, and we have no further interest in the proceeds of any contracts or agreements between David W. Griffith, D. W. Griffith,Incorporated and your corporation, and we do hereby consent that payments under such contracts between you and D. W. Griffith and D.W. Griffith,Incorporated may be made as though no direction had been given you for payment of any sums to the undersigned.

Yours very truly,

MOTION PICTURE CAPITAL CORPORATION

By:.....
Asst. Treasurer.

$600.00 NEW YORK CITY, DECEMBER 14th/26

ON DEMAND 15th, 1926 - - - after date we promise to pay to

the order of - - - D. S. GRIFFITH - - - -

SIX HUNDRED AND 00/100 - - - - - - Dollars

Payable at CENTRAL UNION TRUST COMPANY, 42nd STREET & MADISON AV., N. Y.

Value received D. S. GRIFFITH INCORPORATED.

No. Due --8/15/26--- Gray AST. TREAS.

MURRAY HILL 7970

MOTION PICTURE CAPITAL CORPORATION
21 EAST 40 TH STREET
NEW YORK

WILLIAM S. WALKER
TREAS.

December 14, 1923

D. W. Griffith, Inc.,
1476 Broadway,
New York City, N. Y.

Gentlemen:

We enclose salary check for $1,000.00 on Mr. Griffith's account from a deposit made by Famous Players-Lasky Corporation at the Chase National Bank.

Yours very truly,

MOTION PICTURE CAPITAL CORPORATION
By William S. Walker
Asst. Treas.

FS
Encl

Copy of letter from Stella Wolfe Murray(from London, 22 Berkette Bldgs, W.C.1) to David W. Griffith, New York, covering book sent under separate cover, dated December 14, 1925.

14 December, 1925.

Dear Sir:

I am sending you my book, The Poetry of Flight, that you may consider a proposition in connection with the last poem therein, by "Astra",(whose agent I am) and give me your reply when I visit New York for one week from about February 5th next - ~~address Madison Hotel, Madison Square~~, or you can reply by return to me in Bermuda, c/o F. Mizick, Bermuda Legislative Council, Hamilton, Bermuda, where I shall be from January 22 till I come to New York.

There is an International Air Exhibition being arranged in America next summer, and I am putting up the following to you because British film enterprise is moribund, and you are the only producer I know of who preaches the brotherhood of nations by means of the film.

There is as yet no movement to prevent wars of the air over here, but the new idea is spreading. It is impossible to defend every city and township from the air, and rightly regarded, the development of aviation should lead to peace and commercial prosperity and not war.

The whole story of air conquest has never been told on the film, it has never been told in any one brief form in language of permanent literary value, only in books of technical terms that rob it of romance and interest to those not awake to all that aviation means to posterity.

But the poem,"The Gift of Flight" is more than that, it has a message to the world that only the film can carry, for only the film can speak in all tongues to all men, and it lends itself to sub-titling extraordinarily well. I am not sufficiently versed in film matters to know whether the film rights of any poem have yet been purchased and produced with the lines of the poem as sub-titles, but it seems a novel idea, and the anonymity of the author should enhance its piquancy.

If by adopting this idea you are the first to produce a wonderful film illustrating a poem that may become historical, you will be the pioneer of a new age in the film world and can develop it by illustrating other poems that lend themselves, among them some of the finest in the English language.

The only drawback is a possible deluge of applications from modern pseudo poets! Why not start, therefore, with something absolutely original and on new lines, such as this one

story of man's flight, in which, no doubt, the United States government would co-operate and perhaps partially subsidise. I might even get our own Air Ministry to co-operate, but it does not like spending money. Our Air Minister wrote the foreword to my book. My publisher would come to an arrangement about his copyright.

The poem I suggest you should use for sub-titles was finished just after the American world flight of 1924, and is only just published over here. To bring it absolutely up to date, I will, if any offer you may be worth while, get "Astra" to add more of this achievement and put in the recent amazing Spanish windmill aeroplane that is stated to be as important for the future of aeronautics as the machine made by the Wright Brothers in the United States in 1903.

Much modern film material is already available, possibly that of the United States world flight. British films available include the Ross Smith flight to Australia, and the MacMillan and Blake attempt at a world flight some years ago, and I have myself seen some wonderfully beautiful stills of airscapes taken on one of the first United States Air Service transcontinental flights across America, published in the Geographical Magazine. There are also the Arctic air films of last summer.

But as it would be more romantic to begin at the beginning and depict Solomon giving his "air vessel" to Sheba,(see first extract in my book, and also the poem) you would need an expert in aeronautical history to direct the film. There should be no difficulty in finding them, for there are men who make it their hobby, and there is a book containing old prints showing the evolution of the balloon, etc.

Trusting that you will give this your serious consideration and pass me on to the right quarter if there should be reasons making it impossible for you to take up this proposition yourself,

Yours truly,

(Signed) Stella Wolfe Murray.

David Wark Griffith Film Company,
United States of America.

Demy 8vo. Art Cloth Binding. Illustrated Wrapper

THE POETRY OF FLIGHT

An Anthology.

Edited by STELLA WOLFE MURRAY.

With a Foreword by Lt.-Col. The Rt. Hon. Sir SAMUEL J. G. HOARE, Bart., C.M.G., M.P., Secretary of State for Air.

7s. 6d. net. Postage 6d. extra.

EXTRACTS FROM REVIEWS.

Times Literary Supplement.—"She has devoted her first section to prophetic fragments from Homer to Tennyson, intending these to serve as a background."

Morning Post.—"But the most surprising of these early anticipations is found in the Keba Nagast, an old Abyssinian manuscript translated by Sir E. Wallis Budge, which tells us how the Queen of Sheba . . . received from Solomon . . . a vessel wherein one could traverse the air. The romance of flight inspires an ever-increasing band of open-air poets. They see this wondrous world from a new angle and can make word-pictures unimagined by any of the rhyming poets."

Daily Telegraph.—"Miss Wolfe Murray establishes her claim to be the first anthologist of the poetry of aeronautics, and her enterprise is sponsored by a genial foreword from Sir Samuel Hoare, the Secretary of State for Air . . . Miss Wolfe Murray has made some interesting discoveries. Among these is a hitherto unreprinted Ballade contributed by Flecker . . . as long ago as 1907."

Sunday Times.—Another book of poems with a special appeal to the flying man and to all who are interested is 'The Poetry of flight,' an anthology believed to be the first of its kind, dedicated to the memory of all who have given their lives for aeronautical progress. Stella Wolfe Murray, who edits the book, has shown much discernment not only in the selection, but in the arrangement of the contents."

Aeronautical Journal.—"Miss Wolfe Murray has done good service in compiling this anthology of poems on flying. . . . Though we do not expect to find this book on the shelves of every aeroplane designer, it should certainly be possessed by all who care for the history and literature of flying."

Airways.—"Miss Stella Wolfe Murray's anthology shows the reading public for the first time how aviation, youngest child of man's invention, has already affected contemporary verse."

The Aeroplane.—"Somewhere she has discovered J.O.P.E.'s great poem, *The Desert Mail* . . . and a kindly fate has guided her towards Maurice Baring's poignant . . . verse on Lord Lucas, R.F.C."

The Scotsman.—"Miss Stella Wolfe Murray has to be thanked for bringing together in one volume the 'poetry of flight.' Her labour has been guided by enthusiasm and discrimination."

[OVER

Glasgow Herald.—"Perhaps the finest poem in the collection is Flecker's 'Ballade' an early composition, written in 1907, which is not included in his collected poems. Reflecting the fearless, questing spirit of the pioneers of aviation, its opening stanza might serve as a prologue to the whole anthology."

Brighton Herald.—"In the elation of that unforgettable experience, her first flight in the air, Miss Stella Wolfe Murray conceived the idea of publishing an anthology of poetry dealing with flying. Back on earth, Miss Murray did not let her 'heaven-born' idea die. . . . A pioneer in what, so far as anthologies are concerned, is virgin air, Miss Murray has gathered together material well worthy of the theme. . . . A section devoted to American air poets . . . gives the pure poetry of flight. . . . One is impressed by the picturesqueness of the language and the splendour of the vision. . . . A fourth section is devoted to the poetry of flight written by women. There is here the tender, more spiritual note that is found in woman's thought."

Sussex Daily News.—"According to the author's selection the most important contribution to the subject seems to have come from America."

E.D.'s and Cassells Weekly.—"A memorial, in effect, to those who have given their lives for aeronautical progress, and Miss Stella Wolfe Murray is to be congratulated on her choice of poems as well as on her industry and the patience needed for such a task."

The Gentlewoman.—"This new sort of anthology is most admirably done, both in matter and manner . . . we get the singers of actual flight and find the inspiration of achievement rendered by many hands with striking beauty."

Christian Science Monitor.—"A recent writer puts forward the proposition that poetry is doomed by the development of machinery. . . . Miss Stella Wolfe Murray has proved him wrong by the publication of her anthology. . . . In these poems we occasionally hear the sound of the wind and the pulse of engines. We are up in the ether and the poetry of motion is ours. This anthology stands as a waymark."

The Times of Mesopotamia.—"The Poetry of Flight soars into another world and opens up a new vision of poetry from the vantage-point of the clouds. It should appeal not only to all air travellers but to those who have suffered losses in the air, for in these poems one can glimpse the airman's attitude to life or death in flight."

Vancouver Sun.—"All who have experienced the irresistible attraction of flight . . . will agree that they owe a debt of gratitude to Miss Wolfe Murray for the industry with which she has collected and the discrimination with which she has sifted the mass of poetry, good, bad, and indifferent, which has been written through the ages round the subject of flying. Many of the poems call loudly for quotation."

ORDER FORM.

To.....
Bookseller.

Please supply me with.....cop.....of the above mentioned Book for which I enclose.....

Name.....

Address.....

.....

HEATH CRANTON LTD. 6 Fleet Lane London E.C. 4

[OVER

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

The Country Club Magazine
and Pacific Golf & Motor
[illegible] South Broadway
Los Angeles

Dec. 15th, 1925

D.W. Griffith, Inc.
1476 Broadway,
New York City

Attention Mr. C.M. Gannery

Dear Sir:

The $1,000 asked for by my sister on moneys due me was at my request. Please thank Mr. Epping for his kindness in carrying out my wishes.

Very truly yours,

Mae Marsh

ATTORNEYS & COUNSELLORS AT LAW
GEORGE F. HARRISON
W. L. McCLINTOCK
ANTHONY CRISCOLL
JOSEPH M. MASSAUTH
RICHARD J. MASSAY
ARTHUR G. WALSH
EDWARD C. RAFFERTY
JASON M. ELLIOTT

LAW OFFICES

TIMES SQUARE
NEW YORK CITY

IN RE

December 10, 1928.

Messrs. Banshaf & Pembleton,
130 West 42nd Street,
New York City.

My dear Bert,

This is to acknowledge the following certificates of common stock of the United Artists Corporation standing in the name of D. W. Griffith, Inc. and endorsed in blank by D. W. Griffith, Inc. to wit:

Certificate Number	Number of Shares.
38	111
39	111
40	111
41	111
42	111
43	111
44	111
45	111

making 888 shares.

I find that we have certificate No. 46, for 112 shares, in the name of D. W. Griffith, Inc., in our office, and I am handing the same to you that you may have it endorsed in blank the same as the others, by D. W. Griffith, Inc. I am also asking you to attach the seal of D. W. Griffith, Inc. on the assignment.

These certificates are to be held by me pursuant to the provisions of the agreement entered into, on Jan. 10,1925 and as modified by agreement between the same parties dated Jan. 16,1925.

Yours sincerely,

DFO'B/VC
enclosure.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check number of message, it is a telegram. Otherwise the symbol indicates the service in which the message is transmitted.

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NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

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The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

1925 DEC 16 AM 11 25

WB 36 LS NATS

MINNEAPOLIS MINN 16

D H GRIFFITH **X 159**

1476 BROADWAY NEWYORK NY

SENT YOU A PLAY SEPTEMBER EIGHTEENTH HAVE NOT HEARD FROM YOU WIRE AUSTER

J T GRIMM..

Rec'd 9/1

114-4 St Minneapolis

ELMER CLIFTON

441 Lexington Avenue
Suite 1105-6
New York City

December 17, 1925.

Mr. J. C. Epping,
c/o D. W. Griffith, Inc.,
Longacre Building,
Broadway & 42nd St.,
New York City.

Dear Mr. Epping:

I have called repeatedly on the telephone for you and was always told that you are in Canada. However, as I have seen you on the street, I know that you are now back in New York, and would like to talk with you regarding the Griffith obligation to me.

I would like some consideration in the matter, otherwise it will be necessary to place it in the hands of my attorney.

Very truly yours,
Elmer Clifton

CH:SM

30,800 – on Books - due Clifton

12,911.22 – Reported on 2/27/24

Paid 10,800

3% net profits

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; otherwise the message will be transmitted as a FULL RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1094A

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Dec. 17, 1945.

Night Letter.

Collect

Mr. J. P. Gruen,
114 Fourth St. N.
Minneapolis, Minn.

Our records show your story returned to you September first

D. W. Griffith, Inc.

Collect.

December 18, 1920.

Mr. Elmer Clifton,
441 Lexington Avenue,
New York,
N. Y.

Dear Mr. Clifton:

With reference to your letter of December 17th addressed to Mr. Appling--it is true that Mr. Appling is in New York temporarily but the Doctor has ordered him to forsake business for the present, at least until he has fully regained his health, therefore, I have taken the matter in hand.

I am gathering together all the data in this connection and would like very much to arrange an appointment with you some time immediately after Christmas; this to be entirely at your convenience. If you prefer, I will call at your office or at the address given in your letter at such time which you may designate after date specified above.

It is to our mutual advantage that this matter be settled equitably therefore, please be assured that I will be glad to hear from you in this regard.

Very truly yours,

D. W. GRIFFITH, INC.

By

RAK:IS

ELMER CLIFTON

441 Lexington Avenue
Suite 1108-6
New York City

December 19, 1925.

Mr. Raymond Klune,
c/o D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Mr. Klune:

I want to thank you for your prompt reply to my letter and to accept your offer of an interview immediately following Christmas.

I will write you again on December 28th, making an appointment agreeable to you.

Very truly yours,

Elmer Clifton.

CH:SM

December 19, 1926.

Mr and Mrs. Clarence J. Raymond,
c/o Canadian National Railways,
Reshing Yard,
Port William,
Ontario, Canada.

Dear Clarence and Olive!

I had to come back to New York because I found that the climate in Canada did not agree with my throat. While I felt good generally, towards the end my throat pained me a great deal. You understand my throat was only operated on a little over three months ago and it is very tender. The doctor told me that I should go immediately where there is a warm climate or else I would contract a very serious throat disease. Therefore, I will not be able to see you in Maniwaki, but perhaps I will come up to Canada next summer when it is nice up there. You can always keep me posted where I can reach you.

I enclose herewith a check for fifty dollars as a present to you both for Christmas and which is accompanied by my very best wishes for a merry Christmas and a very happy and prosperous New Year.

With best regards and wishes, I remain

Your brother,

JCR/CC

UNITED ARTISTS (AUSTRALASIA) LTD.

7 14.

"HIS DARKER SELF" ACCOUNT TO DEC. 19TH. 1935.

Due Producer.			Paid by Aust. Corporation.		
Amount due Producer as of Dec. 18th. account ---	£720. 8. 5		Amount paid by Aust. Corp. as of Dec. 18th. account ---	£711. 8. 9	
No film rentals reported for week ending Dec. 19th. ---					
Total due Producer ---	£720. 8. 5		Total paid by Aust. Corp. -	£711. 8. 9	

Total due Producer ---	£720. 8. 5	
Total paid by Aust. Corporation	711. 8. 9	
Balance due Producer ---	£ 8. 19. 8	

7

PHOTOCOPIED BY GRANT IN CONSERVATION
MUSEUM OF MODERN ART FILM LIBRARY

FAMOUS PLAYERS-LASKY CORPORATION
Paramount Pictures
485 FIFTH AVENUE
NEW YORK CITY

OFFICE OF RALPH A. KOHN
ASSISTANT SECRETARY-TREASURER

December 31, 1925.

Albert H. T. Banshaf, Esq.,
130 West 42d Street,
New York City.

My dear Mr. Banshaf:

We are in receipt of a letter from the Hamilton National Bank, dated the 12th day of December, 1925, and a letter dated the 21st day of December, 1925, together with a letter from D. W. Griffith, Inc. and D. W. Griffith, dated December 14, 1925, which said letters request our accepting an assignment of certain moneys to the Hamilton National Bank.

It will be impossible for us to accept the assignment in the form the bank has set it forth, and I am taking the liberty of drawing two documents which I think will accomplish your purpose in this matter and will also protect our interests.

I might also add that the Empire Trust Company states that the interest on the present loan to the Griffith Company, amounting to $4,000., remains unpaid and requests us to pay it, we being contingently liable on the note. Mr. Saunders informs me that Mr. Clune says this interest will be paid within a few weeks, and I am writing this to you so you know of this situation, as this item must be cleaned up by the first of February.

Sincerely yours,

Ralph A. Kohn

P.S. I have not written to the Hamilton National Bank telling them we will not accept the assignment, as I do not want to disturb your situation with them, but I will be bound to notify them, unless you and I can close this satisfactorily Tuesday.

R.A.K.

RAK:AR

December , 1925.

Famous Players-Lasky Corporation,
485 Fifth Avenue,
New York City.

Gentlemen:

Pursuant to an agreement made with the Hamilton National Bank on the 11th day of December, 1925, we have arranged for the following disbursement of the $6,000. per week which we receive from you, commencing with the payment to us for the week ending December 19, 1925, and we ask that you be bound thereby and make the payments as follows:

1. We are indebted to the Hamilton National Bank in the sum of approximately $60,000., and we hereby assign to them all moneys due to us as and for salary, bonuses, percentages, royalties and other emoluments up to the sum of $2,500. per week, until January 1, 1926, and thereafter the sum of $1,500. per week until the total sum aforesaid has been paid to them, for our account, by you.

2. We are indebted to you in the sum of approximately $25,000. on a note heretofore made by us, and we agree, that you retain each week $1,000. of the compensation and emoluments due us as set forth in the agreement of June 10, 1924, commencing the first day of January, 1926, until said note with interest is completely liquidated.

3. All other moneys due and owing to us from time to time pursuant to the contract of June 10, 1924, shall be paid directly to us, subject to all the terms and conditions thereof or any amendments made thereto subsequent to the date thereof and subject to all other agreements between us.

Yours very truly,

FAMOUS PLAYERS-LASKY CORPORATION
Paramount Pictures
485 FIFTH AVENUE
NEW YORK CITY

OFFICE OF RALPH A. KOHN
ASSISTANT SECRETARY-TREASURER

December 31, 1925.

Mr. D. W. Griffith,
1476 Broadway,
New York City.

Hamilton National Bank,
130 West 42d Street,
New York City.

Gentlemen:

We are in receipt of a letter from the Griffith Corporation directing us to pay to the Hamilton National Bank the sum of $2,500. a week for each week of the two week period ending December 26th, 1925, and thereafter to pay to such Hamilton National Bank $1,500. per week until a total payment of $60,000. has been made to said bank.

This will advise you that we accept such assignment from D. W. Griffith, Inc. and D. W. Griffith, and agree to be bound thereby, and if, as and when any moneys are due to said D. W. Griffith, Inc. and/or D. W. Griffith, pursuant to the contract of June 10, 1924, we will pay to said bank, directly, the sum of $1,500. per week, out of such funds.

Yours very truly,

FAMOUS PLAYERS LASKY CORPORATION,

By _____

RAK:AR

DIRECTION
DER
TRANSOCEAN-FILM CO.
G.M.B.H.
BERLIN SW68 FRIEDRICHSTR. 235

TEL.: LUTZOW 1884/85
TELEGR.: TRANSFILM

BERLIN SW68 Dec. 22nd 1928

Mr. J.C.Epping,
Longacre Building,
NEW YORK.

My dear Epping,

My wife and I wish to send you and Mrs. Epping our very best wishes for a happy Xmas and a prosperous New Year. We both hope that next year we shall have the pleasure of seeing you and your wife again in Berlin.

As we do every year, we are spending Xmas and New Year in Mainz with the grand-parents.

With kindest regards, also from Mr. Fritzsche who joins in our good wishes to you and Mrs. Epping,

I remain,

Very sincerely yours,

A. Hecht

PRICE, WATERHOUSE & Co.

[illegible] [illegible] STREET

NEW YORK December [illegible], 1925

Attention of Mr. J. G. Spring

D. W. Griffith, Inc.,
1476 Broadway,
New York, N. Y.

Dear Sirs:

We have prepared and enclose, in duplicate, a communication addressed to the New York State Tax Commission with reference to the Franchise Taxes paid by your company for the years ending October 31, 1924 and 1925. The original should be executed and filed in Albany.

We also enclose Power of Attorney in triplicate and will appreciate your returning two executed copies to us in order that we may be able to present your case should an oral hearing be required.

Yours very truly,

Price Waterhouse & Co

Enclosures-5
As above

RAMON FERNANDEZ GRANADOS,
TONY GILLE
P.O.Box 2007,
Habana-Cuba.

Habana, December 28nd, 1935.

D.W. Griffith Incorporated,
1476 Broadway,
New York, City.

Re-"THE DIVINE JUSTICE"

Dear Sir:

In reply to your letter of November 3rd, ultimo, in connection with my "Story" above described, where in you stated that you have not received same, I want to say you that the letter was registered, and that it has changed its address, because in spite of the long time elapsed, I have not received same returned by the mail in Cuba.

I hope that you will find the "Story" in your studio at Mamoroneck, Orienta Point, where the letter was addressed.

Trusting that you will give to this matter your best efforts to close same I beg to remain,

Very truly yours

RAMON FERNANDEZ GRANADOS.

RFernández G

PD. If the story can't be find in your studio at Mamoroneck Orienta Point, kindly notify to me and I will sen you a copy.

THANKS.

Arthur S. Vernay
Antiques - Decorations
Telephone [illegible] Murray Hill

No 12 East 47th Street
New York

Dec. 23nd, 1925.

D. W. Griffith, Esq.,
Astor Hotel,
New York City.

My dear Mr. Griffith,

Thank you very much for your kind order last evening for the various pieces of Porcelain, Silver etc., also for your check in payment of same.

These pieces are being delivered to you to-day and I might say that I anticipate your deriving considerable pleasure and satisfaction in the possession of these very choice specimens, as they are all of the highest merit and definitely representative of the best English periods.

I also take pleasure in enclosing herewith receipt which will be of interest with its description of the various pieces.

I can assure you I appreciated the privilege of waiting upon you and sincerely hope I may again have this pleasure whenever you feel so disposed to visit our establishment.

Again thanking you, I am

Yours faithfully,

J. G. Irving

ARTHUR S. VERNAY, INC.

JGI.MU

FAMOUS PLAYERS-LASKY CORPORATION
Paramount Pictures
485 FIFTH AVENUE
NEW YORK CITY

OFFICE OF RALPH A. KOHN
ASSISTANT SECRETARY-TREASURER

December 22, 1925.

D. W. Griffith, Inc.
Mr. D. W. Griffith,
1476 Broadway,
New York City.

Gentlemen:

We are in receipt of your letter of December 14, together with the letters of the Motion Picture Capital Corporation of December 15th, and we have also received three letters from the Hamilton National Bank, dated respectively, December 12th and December 21st and December 22d.

We agree to pay to you the sum of $6,000. per week as directed by the Hamilton National Bank under their instructions to us, and we agree and do hereby subrogate any liens which we have against the moneys due or to become due to you under our contract with you of June 10, 1924, to the lien of the Hamilton National Bank, not in excess of $60,000.

It is understood that commencing the first week in January, we are to be permitted to deduct $1,000. a week from the $6,000. payment which we are making you, which $1,000. is to be credited against the outstanding note which we have of yours of approximately $25,000., and you agree to hold us harmless as against the Hamilton National Bank under their assignment for having made this deduction.

Yours very truly,

FAMOUS PLAYERS-LASKY CORPORATION

By Ralph A. Kohn
Asst. Treasurer

copy sent to Mr Langlaf
12/24/25

RAK:AR

DAY LETTER
NIGHT MESSAGE
NIGHT LETTER

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1004

NO. CASH OR CHG.

CHECK

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

December 25, 1935.

Night Letter

Mrs. Jennie Blackburn Moran,
The Mayflower,
Washington, D. C.

Sincerely regret I am unable to accept your kind invitation to attend Blue and Gray Ball December twentyninth stop Best wishes for a very merry Christmas and a happy New Year

D. W. Griffith

Chas D. W. Griffith, Inc.

COMMERCIAL CABLES

IN CONNECTION WITH POSTAL TELEGRAPH

RECEIVER AT
20 BROAD STREET
TEL. HANOVER 1149

CLARENCE H. MACKAY, President

PX2 X1969

DEC 23 1925

LONDON 21 1210AM

2216

DAVID WARK GRIFFITH FAMOUS PLAYERS FILM COMPANY NYK

IF I GO NEWYORK NEXT WEEK CAN YOU MEET ME CONVENIENTLY THERE

BEAVERBROOK

FAMOUS PLAYERS-LASKY CORPORATION
Paramount Pictures
485 FIFTH AVENUE
NEW YORK CITY

OFFICE OF RALPH A. KOHN
ASSISTANT SECRETARY-TREASURER

December 23, 1925.

Hamilton National Bank,
130 West 42d Street,
New York City.

Gentlemen:

This will acknowledge receipt of your letters of the 12th, 21st and 22nd inst., respectively. We hereby agree to make the payment of $6,000. per week to D. W. Griffith and D. W. Griffith, Inc., as directed in your letters to us, if, as and when the same becomes due.

It is our understanding that your lien is not in excess of $60,000., and that we are limiting our acceptance of this assignment to that amount, and that no other moneys will be loaned under this assignment without the matter first being referred to us.

We would appreciate it if you would advise us when the amount secured by this lien has been fully liquidated.

Yours very truly,

FAMOUS PLAYERS-LASKY CORPORATION

By Ralph A. Kohn
Asst. Treasurer.

RAK:AR

Telephone Number [illegible]

Cable Address [illegible] New York

GASCOIGNE, REID AND COMPANY, INC.

INSURANCE

5 EAST 44th STREET

NEW YORK

117

Dec. 23, 1925

Mr. A. H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

Referring to telephonic conversation in connection with claim of Jessie Klarfain and Louis Klarfain versus D. W. Griffith, Inc. - we enclose herewith copy of letter addressed to D. W. Griffith, Inc. by Sawyer, Hardy, Stone & Morrison, dated December 9, 1925.

We have written to the Aetna Insurance Company asking them to advise us what procedure must be taken to protect the interests of D. W. Griffith, Inc. As soon as we hear, will communicate with you.

Very truly yours,

GASCOIGNE, REID AND COMPANY, INC.

By [signature]

Vice President

CJR:L

United Artists Corporation
729 Seventh Avenue
New York

Office of the President

December 23rd
19 35

Mr. Albert L. Grey
Griffith, Inc.
1107 Longacre Building
1476 Broadway
New York City

Dear Mr. Grey:

Enclosed you will please find our check for $135.66 representing the American equivalent of 3000 francs, which is the sale price on JUDITH OF BETHULA for distribution in Portugal.

By return mail please send Mr. Abrams your check for the American equivalent of Francs 593.70, being part of the expense of shipping and customs duty on one print of JUDITH from New York to Paris, and another check payable to the United Artists Corporation for $26.65 as per the enclosed shipper's bill.

Very truly yours,

UNITED ARTISTS CORPORATION

Mw Rich

Assistant to the President

MWR:P

Enc.

"DAILY EXPRESS" AND BRITISH FILMS.

D.E. 24.12.25

SPECIAL PHOTOPLAY TO BE MADE AS A TEST.

IMPARTIAL INQUIRY.

ATTEMPT TO SOLVE A NATIONAL PROBLEM.

THE "Daily Express" will embark early in the New Year on a novel and interesting adventure. It will produce its own British photoplay. Everything connected with this enterprise—from first to last—will be British.

We are told that the business of making and marketing a good British film is surrounded with immense and well-nigh insuperable difficulties. One may believe that, while wondering what are the precise difficulties.

What are the obstacles that prevent the production of good British films and, when they are produced, getting them on to the screen?

It seems to the "Daily Express" that it can be of service to the British film industry—now alleged to be at its last gasp—and also to the British public, if it investigates these obstacles and difficulties at first hand.

The most effective way of achieving that object is for the "Daily Express" to produce its own British film, an onerous and yet fascinating responsibility.

ALL THE MYSTERIES.

It is proposed to take the reader by the hand, so to speak, and lead him through all the mysteries of film production, to analyse them, discuss them, and, if possible, triumph over them.

The "Daily Express" will take the reader fully into its confidence over this venture, and will describe, from day to day and stage to stage, the progress of the film, publishing an exact return of all money expended and a faithful account of all the difficulties and failures in the path.

Some incidents will be humorous and others tragic, but all, assuredly, will be interesting.

The total cost of the film will be given as the production makes progress. A return of the proceeds when it is distributed to the cinema theatres will also be published.

A USEFUL GUIDE.

We shall then know the exact nature of the business of film production in this country, and the experience of the "Daily Express" will serve as a useful guide to all who may be contemplating a plunge into the hazardous business of making films.

The record will be illuminating and precise. Nothing will be minimised and nothing over-stated.

The immediate difficulties are the discovery of a pretty and talented actress, a handsome and clever leading man, a producer of undoubted genius, an author who has written or is capable of writing a sound, British story with a distinctive British theme, a competent scenario-writer, and a skilled camera operator.

IN THE PUBLIC INTEREST.

The "Daily Express" undertakes this venture in the public interest, with a perfectly impartial and open mind, willing to abide by its experiences and the result of them, and it does not propose to accept the aid of a pilot on this uncharted sea, because the main object is to acquire direct experience which can be passed on to those to whom it may be of value.

The names of every one concerned in the project, as well as the title, theme, and story, will be published during the next few weeks, and then a start will be made on production.

BENSHOF & PEMBLETON
COUNSELLORS AT LAW
BOND TRUSTEES BUILDING
120 WEST 42d STREET
NEW YORK

ALBERT H. T. BENSHOF
JOHN H. PEMBLETON

TELEPHONE
WIDGEONS 1866
CABLE ADDRESS
"BEMBEN"

December 24th 1925.

Mr. Raymond Klune,
Auditor, D.W.Griffith Incorporated,
1476 Broadway,
New York City.

Dear Mr. Klune:

Relative to your request regarding the $6925.08 charged by the United Artists Corporation against the Griffith Company arising out of advance payment made by the United Artists Corporation to Mr. Jacobs on account of the guarantee on "ONE EXCITING NIGHT", I beg to advise that since this guarantee was not a liability of D.W.Griffith, Incorporated but that of Mr. Griffith personally this item should be charged on your books as against Mr. Griffith.

Very truly yours,

Albert H. T. Benshof

AHTB:GDM

[illegible]

with the compliments of the Queen

Windsor
[illegible]

Windsor [illegible]
[illegible]

Form 1009A

Charge to the account of _____ $ _____

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; otherwise the message will be transmitted as a full rate telegram

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

DECEMBER 26 1929

LORD BEAVERBROOK
LONDON EXPRESS
LONDON ENGLAND

OF COURSE COULD GLADLY MEET YOU IN NEW YORK WILL SURELY BE HERE UNTIL MIDDLE OF JANUARY THEN PLAN TO GO TO LONDON TAKE SOME SCENES QUOTE SORROWS OF SATAN UNCQUOTE BUT PLAN NOT DEFINITE WILL KNOW CERTAINLY FIRST NEXT WEEK IF GOING LONDON THEN KINDEST REGARDS

GRIFFITH

FAMOUS PLAYERS LASKY CORP
LONG ISLAND CITY
NEW YORK

D. W. GRIFFITH, INC.

Profit Sharing Statement
to December 26,1925.

D. W. GRIFFITH, INC.

Profit Sharing Statement
to December 26,1925.
"Sally of the Sawdust" (Released Aug. 8, 1925 by United Artist)

	Gross Rentals (100%)	Share Retained by United Artist	Net Rentals
Income			
United States	$340,634.69	25% $85,158.63	$255,476.06
Canada	8,710.00	30% 2,613.00	6,097.00
Cuba	1,000.00	40% 400.00	600.00
Total Income	$350,344.69	$88,171.63	$262,173.06
Cost			
Negative Cost (Including $100,000 D.W.Griffith Payments	-	$329,325.40	-
Home office overhead allowance	-	10,000.00	$339,325.40
Positive Cost			33,173.26
Duties & Censorship			5,972.11
Advertising & Exploitation			33,297.44
Total Cost			$411,768.21
Net Loss			$149,595.15

Additional Advances by F.P.L. Corporation to be
Received from Griffith's 20% Share of future profits:

July 25,1925	Outdoor advtg.agency-Billboard & Space	$ 3,000.00
" " "	Morgan Litho.Co. -110-4 Sheets & "	23.60
" " "	Exhibitors Herald(April 5)Half Tone Pub. Cut	4.96
Aug. 28, "	J.P.Muller & Co.-Newspaper Space 8/7-8/10	5,020.00
" 22, "	" " " " " " 8/1-8/15	3,778.39
" 28, "	Borough Advtg. - " " 8/20	650.00
" 29, "	C. Lloyd -9/14 Exploitation	278.76
" " "	Postage for Music Scores to A.L.Gray	8.20
		$ 12,763.91
	Less:	
	20% Bonus on Budget Saving:	
	Allowance per " $350,000.00 -	-
	Actual Negative Cost 339,325.40 -	-
	20% of $ 10,674.60	2,134.92
	Total advances to be recouped from Griffiths 20% Shr. of Profits.	$ 10,628.99

D. W. GRIFFITH, INC.

Profit Sharing Statement
to December 26,1925
"That Royle Girl" - Released December 7, 1925.

	Gross Rentals (100%)	Share to F.P.L.	Net Rentals
Income			
United States	$221,980.11	25% $ 55,495.03	$166,485.08
Canada	855.00	25% 213.75	641.25
Hawaii	1,000.00	25% 250.00	750.00
Total Income	[illegible]	[illegible]	[illegible]
Cost			
Negative Cost (A) (Including $100,000 D.W.Griffith Payments)	-	$581,627.55	-
Home office overhead allowance	-	10,000.00	$591,627.55
Positive cost			47,543.62
Advertising			12,652.42
Duties			1,622.69
Total Cost			[illegible]
Net Loss			[illegible]

(A) Negative cost not complete
latest available report
February 27, 1926 shows $592,709.11
Budget allowance 350,000.00
Excess 242,709.11
20%

20% Penalty to be charged against
Griffiths 20% share of Profits $ 48,541.82

75.

UNITED ARTISTS (AUSTRALASIA)

"HIS DARKER SELF" ACCOUNT TO DEC. 26TH. 1925.

Due Producer.		Paid by Aust. Corporation.	
Amount due Producer as of Dec. 19th. account ---	4720. 8 5	Amount paid by Aust. Corp. as of Dec. 19th. account ---	4711. 8. 9
70% share of film rentals for week ending Dec. 26th.	11. 0. 6	Remitted by cable Jan. 23rd.	20. 0 0
Total due Producer ---	4731. 8. 11	Total paid by Aust. Corp. --	4731. 8. 9

Total due Producer ---	£731. 8. 11
Total paid by Aust. Corporation	731. 8. 9
Balance due Producer ---	£ 2

UNITED ARTISTS (AUSTRALASIA) LIMITED.

FILM RENTAL REPORT

"BIG DARKER SELF"
(Name of Production)

WEEK ENDING 24th. Dec. 195. 1??

Contract Number	THEATRE	CITY	STATE	PLAY DATES	Length of Run Days	RENTAL		
205	Aust.Pic.Pal.	Liverpool St. Sydney	N.S.W.	Nov. 4-6	3	12	10	0
251	Arcadia	Armidale	"	Dec. 9	1	1	15	0
264	Town Hall	Maryborough	Qld.	" 8	1	1	10	0
						15	15	0

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the text of this message it is a telegram. Otherwise the character indicated by the symbol appearing after the text.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the text of this message it is a telegram. Otherwise the character indicated by the symbol appearing after the text.

The time used is the standard time in the place of receipt.

Received at QUEENS LONG ISLAND

45N FQ3 65

TDP WESTCHESTER PENN 1140A DEC 27 1945

G W GRIFFITH

45 STAGE ENTRANCE FAMOUS PLAYERS LASKY STUDIO ASTORIA

DEAR MR GRIFFITH IT IS ABSOLUTELY IMPOSSIBLE FOR ME TO SEND ALICE HARRIMAN IN FROM THE COUNTRY IN TIME FOR YOUR REHEARSAL TODAY THE EXTREME COLD AND HOLIDAYS SEEMED TO HAVE ENTIRELY DISORGANIZED TRAFFIC STOP I SINCERELY HOPE THAT THIS WILL NOT BE A CAUSE OF SERIOUS INCONVENIENCE TO YOU STOP MRS HARRIMAN SENDS YOU HER APOLOGY AND REGRETS TOGETHER WITH MINE REGARDS

JOSEPH HERGESHEIMER 107P

Buckner, Ky
Dec. 28, 1926

Dear Uncle David:—

I appreciate so much your thinking of me this Xmas and sending the card, telegram also the lovely ironing table which I think beautiful and so useful. I have often wished for one. Thank you so very, very much.

We hope you are well and like your new location.

Aren't you ever coming to see us again? I know of nothing we would enjoy so much. Think over it and plan a visit when weather gets better. It has been below zero here for several days.

David wants to see you so badly he is in school now and likes

to go so much. He often asks questions about you and can't see why you don't come to see him.

Even Mary Bruce knows your picture and talks about you.

Bruce joins me in wishing you a prosperous, happy New Year.

Lovingly
your niece,
Marie B. Duncan

ELMER CLIFTON
441 Lexington Avenue
Suite 1108-4
New York City

December 28, 1925

Mr. Raymond A. Klune,
c/o D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Mr. Klune:

I understand that it has been arranged for us to have a talk tomorrow, Tuesday at 2:30 PM at the Tec Art Studios, 344 West 44th St. I shall be glad to see you.

Very truly yours,

Elmer Clifton

CH:SM

STATE TAX COMMISSION

IN REPLY REFER TO
INCOME TAX BUREAU
DIVISION

INCOME TAX BUREAU

TAX DEPARTMENT

440 WEST 42ND STREET
NEW YORK CITY

Dec. 28, 1928

Mr. David Wark Griffith
% Griffith Ranch
San Fernando Calif

Dear Sir:

Acknowledgment is made of the receipt of your notice of additional assessment for the year 1923, accompanied by payment of $ 1116.12

As you failed to pay this assessment within ten days from date thereof, you are subject to additional penalty and interest by virtue of Section 377 of the Tax Law, as follows:

(1) Additional amount of five per centum of the assessment; $ 55.80

(2) One per centum a month for each month or fraction of a month the assessment is unpaid; $ 100.04

Pursuant to these provisions, you are hereby assessed an additional $156.25, which you are requested to remit to this office at once.

If payment is not made you will be subject to the further interest and penalties provided by law. RETURN THIS LETTER WITH YOUR REMITTANCE.

Very truly yours,

THE STATE TAX COMMISSION

By James J. Donovan
James J. Donovan
District Director
~~John H. Elliott,~~
~~Assistant Director,~~
New York Office.

F

Form 33-C

December 21, 1925.

Mrs. Jennie Blackburn Horan,
The Mayflower,
Washington, D. C.

Dear Mrs. Horan:

Mr. Griffith wired you expressing regret that he is unable to accept your kind invitation to be your guest at the Blue and Gray Ball December 29th. Before receiving your letter, he had completed arrangements to devote this entire week to some very important work in connection with his new production "The Horrors of Satan", and as the matter requires conferences with several important and busy officials of the Famous Players Corporation, he was unable to change his plans.

Mr. Griffith also regrets that he will be unable to attend the Grand Concert of Artists on February 7th owing to the fact that he will be abroad at that time. He intends to film part of his new production abroad and will leave here about January 15th not returning for several months.

With very kindest regards and best wishes from Mr. Griffith, I am

Yours very truly,

Secretary to Mr. Griffith.

25th May 1925

61, GLOUCESTER PLACE,
PORTMAN SQUARE,
W.1.

Dear Mr Griffith

It's many years - quite right I know, since on Yourfirst visit to England I had the pleasure of meeting your acquaintance, but I hope you have not forgotten our Vienna conversations & in that belief I am giving this note of introduction to Madame Sonia Mansfield who is the wife of

very good friend of mine & a
very charming lady. She
& her husband are going to
America & had much rather
she did some fellow work on
the life which is now known
as Lanigan's account of
Taylor's fortune in the
fellows in the States. I
shall be very grateful if you
will give her a personal
introduction — and then do
what you can to give her
a chance! My wife joins me
in sending you our cordial greetings
& all good wishes

Yours sincerely
R. Garnett

Dear Griffiths Esq

Form 1206

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N.L.

If none of these three symbols appears after the heading of this message, this is a telegram. Otherwise the character symbol indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N.L.

If none of these three symbols appears after the heading of this message, this is a telegram. Otherwise the character symbol indicated by the symbol appearing after the check.

The time used is shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1400 BROADWAY N.Y.

3123P AMG 29 SEATRA RUSH

FORTLAUDERDALE FLO 117P DEC 29 1925

D W GRIFFITH

PERSONAL 1107 LONGACRE BLDG NEWYORK NY

LOTS GOOD FOR THREE OR FOUR TIMES THE INVESTMENT STOP WILL YOU SPLIT ADDITIONAL TEN THOUSAND STOCK GOOD TWO TO THREE YEARS FOR FIVE TO EIGHT TIMES INVESTMENT WIRE CONFIRMATION BROWARD HOTEL TONIGHT REGARDS

LLOYD

139P

Form 1206A

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

December 29, 1925.

Night Letter

Mr. G. J. Lloyd,
Broward Hotel,
Fort Lauderdale, Fla.

The lots sound fine I am for them as before stop But dont understand split additional ten thousand stock stop Is it ten thousand dollars worth stock or is it ten thousand shares of stock stop Answer Merry Christmas and Florida boom Newyear Regards

D. W. Griffith

Chg D. W. Griffith, Inc.

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	NL

If none of these three symbols appears after the serial number of a message, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

Form 1009

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	NL

If none of these three symbols appears after the serial number of a message, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

The time used in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at FAMOUS PLAYERS-LASKY CORPORATION
485 FIFTH AVE. NEW YORK

CABLE CABLE

6 N J 1105A 23

LONDON DEC23 1925

LCO D W GRIFFITHS

FAMFILM NYK

WILL AWAIT YOUR ARRIVAL IN LONDON ABOUT MIDDLE JANY LET ME KNOW WHEN YOU WILL SAIL

BEAVER=BROOK

GREAT BOOK "KEEP A GRIP"

BURR McINTOSH
"The Cheerful Philosopher"
25 WEST 45th STREET

NEW YORK, December 27th 1925

Mr. D. W. Griffith,

Dear Mr. Griffith:

I can't fly the "Raid" any more, but if you need a man who really knows, from experience, how to go thro' Hell, I feel that I am qualified. I'd like, very much, to be with you in your coming big work. Anyhow, I hope it will be your greatest success & the coming year your best.

Sincerely,

Burr McIntosh

HOME OFFICE
729 SEVENTH AVE.
NEW YORK
TELEPHONE BRYANT 1772

United Artists Corporation

JOSEPH M. SCHENCK
CHARMAN OF THE BOARD OF DIRECTORS
MARY PICKFORD
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
D. W. GRIFFITH

December 29, 1925.

D. W. Griffith, Inc.,
1107 Longacre Bldg.,
City.

Gentlemen:-

On December 23rd we paid to Samuel H. Jacobs, c/o Ernst, Fox & Cane, 25 West 43rd Street, N.Y.C., the following "ONE EXCITING NIGHT" monies.

Mexico.
To November 21st, 1925. $244.14

Australasia

Cable	6/12/25	£10 - 0 - 0	@ 4.85¼	48.5[illegible]	
"	6/27/25	10 - 0 - 0	4.85	48.52	
"	7/4/25	10 - 0 - 0	4.856	48.56	
"	7/25/25	10 - 0 - 0	4.85	48.50	
"	8/10/25	10 - 0 - 0	4.851	48.51	
"	8/5/25	10 - 0 - 0	4.84	48.40	
"	8/31/25	10 - 0 - 0	4.85	48.50	
"	8/14/25	10 - 0 - 0	4.84-1/8	48.42	
"	11/13/25	10 - 0 - 0	4.84-3/16	48.45	
"	12/7/25	10 - 0 - 0	4.84-2/3	48.47	
					484.85

England

W/E	10/2/25	£12 - 6 - 8	4.84	59.69	
	10/9/25	24 -15 - 0	4.84	119.54	
	10/23/25	10 -17 - 0	4.84	52.51	
	10/30 & 11/7	37 - 5 - 6	4.84	180.40	
	11/13/25	13 -16 - 6	4.84	66.91	
	11/20/25	9 - 9 - 0	4.84-5/8	45.80	
					524.85

Continental Europe
Month ending May 2, 1925.

France	Frcs.	679.00	@ .0490	33.27
Switzerland	"	231.00	.1930	44.58
Czecho-Slav.	Kr.	717.50	.0293	41.02
Sweden	"	17.32	.3670	4.62

D. W. Griffith, Inc. December 29, 1925.

Brought Forward.....$1353.84

Month ending May 30,1925.

France	Fcs.	311.75	@ .0465	14.50	
Switzerland	"	62.50	.1334	10.17	
Czecho-Slav.	Kr.	304.50	.0295	8.98	
Sweden	Kr.	166.36	.2675	44.50	

Month ending June 27,1925.

Czecho-Slav.	Kr.	891.10	.0292	26.02	
Sweden	Kr.	117.74	.2645	31.61	

Month ending Sept. 1,1925.

France	Fcs.	3185.	.0460	146.51	

Month ending Oct. 3, 1925.

France	Fcs.	2047.50	.0396	81.03	
Switzerland	"	119.	.1924	22.90	
Czecho-Slav.	Kr.	822.50	.02955	24.30	
Italy	Lire	1217.98	.0396	48.23	
					582.29

South America

Chili Pesos		243.67	.1115	27.17	
" "		350.	.1125	39.38	
					66.55
					$ 1902.68

Very truly yours,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

HM:SL

France additional 20% 44.38 S.B. 4458

Peru		8.83	
Sweden		2,668.86	
Switzerland		77.83	
Japan		[illegible]	
Nicaragua		[illegible]	
Panama		1,423.86	
Guatemala		16,470.77	
Holland		[illegible]	
Australia		[illegible]	
Poland		[illegible]	
Russia		27.00	
England		41,168.73	
Syria		742.74	
Jugoslavia		[illegible]14.76	
Canada		[illegible]14.16	
S. Africa		5000	
Belgium		[illegible]	
Cuba		2,532.60	
Mexico		6,121.30	
Mexico		2,619.05	
		126,865.32	
			POLE MPOKEN
			ИТО

December 8, 1925

James M. Hoy, Esq.,
Fremont Building,
Boston, Mass.

Dear Sir:

I am enclosing herewith copy of letter dated December 9th, which was received by D. W. Griffith, Incorporated from Sawyer, Hardy, Stone & Morrison of your City in relation to an action brought by Bessie Blarfain and Louis Blarfain, her husband, against the Theatres Company of Boston, arising out of an alleged accident happening in February of 1922.

This letter is the first notification that the Griffith Corporation has received that such an accident occurred and is the first notice that it received stating that an action had been brought, although the same was returnable in May of 1925.

Since we have no knowledge or information in relation to this matter, will you kindly take the same up with the attorneys aforesaid and obtain for us full information as to the accident and all the particulars thereof, so that we may know whether or not to defend the suit for ourselves and the Theatres Company.

Your prompt attention would be appreciated.

Very truly yours,

P. S. The Griffith Corporation was insured against loss by reason of accidents while in possession of theatres and due to the delay in notice in this matter, it is questionable whether or not the Insurance Company would defend us. Kindly take the matter up from this angle.

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December 29th 1925.

Mr. Dennis F. O'Brien,
O'Brien, Malevinsky & Driscoll,
152 West 42nd Street,
New York City.

Dear Cap:

I beg to acknowledge receipt of your favor of the 15th inst. enclosing certificate #46 for 112 shares of the Common stock of United Artists Corporation made out in the name of D.W.Griffith Incorporated and in reply thereto I beg to advise that I am re-enclosing the same herewith duly executed by Albert L. Grey, Vice President and attested by myself, as Secretary on behalf of D.W.Griffith Incorporated, which stock is delivered to you pursuant to the provisions of the agreement under date of January 10th 1925 and as modified by agreement dated January 16th 1925.

Will you kindly acknowledge receipt of the same, and oblige

Very truly yours,

AHTB:GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

December 31, 1925.

Mr. George Weeks,
Famous Players Lasky Corporation,
485 Fifth Avenue,
New York, N. Y.

Dear Mr. Weeks:

Enclosed you will find expense account for Mr. Griffith's trip to Toronto. Will you kindly have check made payable to Mr. Griffith personally, and forwarded to this office.

Thanking you, and with kindest regards, I remain

Very truly yours,

General Manager,

D. W. Griffith, Inc.

AGG/CC

December 5?, 19[illegible].

Expense Account.

D. M. Griffith.

Trip to Toronto

R. R. fare	079.47
Meals on train	15.00
	094.47

CLASS OF SERVICE DESIRED
Full Rate
Half Rate Deferred ✓
Cable Letter
Week End Letter

WESTERN UNION CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1051
Number
Number of Words
Time Filed

Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to

December 30, 1925. 19

To Lord Beaverbrook - Personal and confidential
The Express
London
England

Hear there are developments in film business England Am sure have most interesting ideas on this subject as not only am I responsible for method of production stars and backbone of production business but combination of chain of motion picture theatres with producing company was plan worked out by me first step This and other business plans have made millions for others step My last trip to Europe showed me tremendous possibilities in virgin fields Am writing fully Kindest regards

Griffith

Chas D. W. Griffith, Inc.

December 30, 1926.

Personal and Confidential.

Lord Beaverbrook,
The Express,
London, England.

Dear Lord Beaverbrook:

I do not know how true are the rumors which I have heard concerning the awakening of interest in motion pictures in England, but I have heard there was even thought of a subsidy by the Government for the making of films. I sincerely believe that no country can be great in the present day, with the hope of continuing in power and international influence, unless it has a well controlled motion picture industry. The United States has this industry. Every day American made motion pictures are shown in practically every village and hamlet in every country, north, south, east and west, of the entire world. The motion picture is the only universal language. These pictures speak as clearly to the Chinese, Japanese, East Indian, South African and South American as they do to the people of the United States where they are made. It is the greatest sample room the world has ever known. It exhibits every class of goods that is to be sold, from automobiles to silks and cottons. It is an excellent, specialized salesman for automobiles, dresses, mens clothes, iron manufacturers. In short, to repeat, the world's greatest sample room. It is easy to imagine that the people who see these pictures want to buy American goods, want to follow American styles, want to buy American made automobiles. Therefore, the motion picture, for the nation doing international trade, is a tremendous asset. It is equally powerful in propaganda of all kinds, in creating sympathy around the world for the nation that makes the motion pictures, in inculcating friendship for that nation.

Now coming to the point. The British Empire depends on trade. The British Empire, perhaps more than some of the other great nations, is threatened by radicalism and the ingratiating power of Sovietism. What a power it would have in motion pictures against this new menace. In other words, it seems, and I believe, that Great Britain needs a motion picture industry. Though I am not a subject of Great Britain, I would be stupid indeed not to know and believe that if Great Britain falls, the world falls. Therefore, anything that can be done for her institutions of government - perhaps not perfect, but at least as good, if not better, than any the world has ever known - is a service for the world.

All this in the way of altruism. Now getting down to business, and of course as you understand, not for publication. I have never before said anything to you about my work in motion pictures, but I am going to now. As it is clearly acknowledged in this country - true, whether

as realized or not - I originated all the methods of production in use today in motion pictures, even to what limits the camera can be used not only for close, but for distant views. The new hazy process of photography that makes some of our pictures so beautiful, but which is only use occasionally for certain kinds of pictures. The dissolve, fade-out, in fact, all of the mechanical tricks. Also the schools of acting, the methods of expression, and of course, as you know, practically all the stars and directors in the business now began with me in very small ways. But something I am sure you do not know is that I worked out at the very beginning of the business a plan which I knew was to be the ultimate, common sense method in the motion picture business, for showing films. Namely, the combine a big producing company with a chain of at least controlling theatres through the country, in which the pictures made by the producing company were to be shown, so that the best possible results could be obtained from the money put into making the pictures. I tried to sell the plan to many people. Of course tried to get in on it myself, but with my usual carelessness about money matters, did not follow this side of it up as I should have done. Finally, after many years of talking to Mr. Zukor and working the plan out in detail in these talks, showing how easily it could be financed by taking over theatres in various cities, guaranteeing productions in return for these theatres, and an interest as well, in addition to securing valuable pieces of real estate and working the building of theatres with office rooms above on the mortgage plan, the plan was put into effect. Although I got nothing out of my cute ideas, you can at least see that the plans were good ones because their success is easily proven. The motion picture business in the United States is now in the hands of such powerful combinations that it is very difficult to conceive any new plans for worth while large investments, though there are one or two that would upset them if carried out at that. But Great Britain and Europe is still a tremendous field. Germany, France and Italy all offer certain investments and certain returns, and it strikes me that Great Britain, being so much nearer and knowing Europe so much better, can work these virgin gold mines to much better advantage than can the United States. I had a few propositions when I was in Europe last, but none of them were from the right kind of people. Was approached by some agents of the Stinnes, at least they so represented themselves, but it would have taken a great deal of time to investigate so I did not go into the matter deeply.

I have written you at this length not even knowing if you have an idea of any such thing at all. It is all surmise, but anyhow can do no harm, and if you are considering anything I am very sure I can at least give you some ideas at the same high rate of pay that I have received from the other fellows. I am tied up at present, but this

contract has not much longer to go, and I have not made any commitments to its renewal although they seem to think that is an assured fact. There is a battle going on now between the big combines and directors who in more demand than ever. I have had the biggest offer ever made to me, within the last few weeks from one of the biggest firms. While ten or twelve thousand dollars a week salary and a percentage of the profits may sound very nice for directing a motion picture, it is small potatoes compared to getting in on the ground floor. There is one theatre in Chicago that has picked up $800,000 profit in a year. Of course, it is in the theatre that the real money is to be made, backed by producing companies.

I think that Great Britain needs a good boy. I will not mention any names, but I also think a good little boy needs Great Britain. Perhaps thirty-five or forty-five years from now we might get together.

With best wishes to you, and hoping I will get to see you in London. Incidentally, it has not as yet been definitely decided if we are to go, but by the time this letter reaches you, I will know for certain. As ever,

Sincerely,

DWG/CC

P. S. This is the longest letter I have ever written or ever expect to write. I am expecting the same return as usual.

Dec-30-1921

Dear Daniel:

I am writing this afternoon to thank you for your very kind and beautiful remembrance. words cant express our appreciation for the coates we had wanted coates, but as yet had not gotten any and if we had the would not compare

You would not be there
hoping you would be
together at a big Christ-
mas dinner,
Ella was here we had a
Turkey with all of the
good things that go with
it. hope you were well
remembered and had a nice
day but one thing I know
no one thought of tener of
you or lover you better
than your Sister Ruth L

with the ones you sent
we showed them to one
lady. She bought right away they
were not bought in Sant
Ana. we appreciate them so
much on that account, no
one else will have one like
them. we sent you Albert
and Almah a Christmas
Telegram are doubtful
about you getting it as we
sent it to New Rochelle as
we had no other address
except the office thought

may have a poor way of showing it but the fact remains.
We heard from the folks at home and got lots of cards from our friends in California.
Ruth and Geraldine drove over to see Ella to day will stay over night a distance of forty odd miles but with a car that doesn't mean anything I know this is as much as you will have time to read so will close with love Sister Ruth

P. S.

This May seem a foolish thing for a Woman sixty five years old to do but it seem the older I grow the more I enjoy hoeing nice things. We have had our first rain in six months the glad to hoe it and glad when it stops will close again with love and best wishes Sister Ruth

1925

D. W. GRIFFITH STUDIO

Inter-Office Message

To Mr. J. S. Espina

From Mr. R. A. Kluns

Date December 20th, 1925.

Reply to

Some time ago, it was necessary for Mr. Abrams to pay to Mr. E. M. Jacobs, $6,925.82. This amount was paid to complete the $125,000 which was guaranteed to Mr. Jacobs by Mr. Abrams, Mr. Grey and Mr. Griffith. This amount was then set up by the United Artists as a loan to D. W. Griffith Incorporated and was to be liquidated out of subsequent foreign income on "One Exciting Night".

However, Mr. Jacobs took exception to this and claimed that additional foreign earnings on "One Exciting Night" were due him to the extent of $15,000 as a bonus. This is correct and in accordance with the agreement, therefore, it was necessary for the United Artists Corporation to turn over to Mr. Jacobs on December 23rd, $1,902.68 which they were holding to apply against the first money advanced by them. This $6,925.82 is to be paid back to the United Artists Corporation out of other income in amounts proportionate to the payments made to Mr. Jacobs and it is Mr. Danzhaf's advice that these payments be charged to Mr. D. W. Griffith and to Mr. A. C. Grey personally inasmuch as they personally guaranteed the payment of this to Mr. Jacobs.

Please make all replies on back of this memorandum

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December 30th 1926.

Mr. Alexander May,
2 West 180th Street,
New York City.

Dear Sir:

We have your letter of the 22nd inst and in reply, beg to advise that Mr. Fink whom you mentioned is not a director of this Corporation nor is he in any way connected with this Company. He is not connected with nor does he represent Mr. D.W.Griffith.

We would appreciate it if you will send us by return mail the address of Mr. Fink and the name of the concern with whom he is connected, also giving us the full facts as to representations made by him to you so that we may take immediate steps to protect our interests.

Your courtesy in this matter will be greatly appreciated.

Very truly yours,

D.W.GRIFFITH INCORPORATED

By_____
Secretary.

R:GDM

December 30th 1925.

State Tax Commission,

Albany, New York.

Gentlemen:

I enclose herewith my check for $10. to your order in payment of 1925 State Franchise Tax against David W.Griffith Corporation as per enclosed notice.

Respectfully,

R:GDM

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

JAMES M. HOY
COUNSELLOR AT LAW
TREMONT BUILDING, BOSTON

December 30, 1935.

Messrs. Banshaf & Pembleton,
130 West 42nd Street,
New York City.

Gentlemen:

I have your letter of December 29th referring to the letter from Messrs. Sawyer, Hardy, Stone & Morrison to D. W. Griffith, Inc. relating to the case of Louis Kiarfain v. The Theatres Company of Boston.

I reached Mr. Morrison, of the firm of Sawyer, Hardy, Stone & Morrison, just as he was leaving town until Monday. He gave me his assurance that on Monday he will lay all his papers in front of me so that I can make up my mind and advise you what the situation is in this matter.

In the meantime, to be on the safe side, I recommend that you notify your insurance company at once now that you are informed of the claim and indicate to them that more details will follow.

It is very likely that Sawyer, Hardy, Stone & Morrison represent the insurance company in this case which insures you. This firm of lawyers does more insurance defending work than any other firm in Boston, representing many companies, the principal one of their clients being the Employers Liability Assurance Corporation, Ltd.

Very truly yours,

James M. Hoy

H/B.

JAMES M. HOY
COUNSELLOR AT LAW
TREMONT BUILDING, BOSTON

December 31, 1935.

Albert H. Banghaf, Esq.,
Banghaf & Pembleton,
130 West 42nd St., New York.

Dear Sir:

I enclose copies of docket entries and all papers on file in the Superior Court where this Klarfain case is pending.

Very truly yours,

James M. Hoy Jr

H/J.
Encs.

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

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WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF THE PRESIDENT

December 31, 1925

Dear Mr. Griffith:

I am enclosing synopsis of the proceedings of the meeting of the Board of Directors, held here on December 22, 1925, and would appreciate your acknowledgement.

Best wishes always, I am

Sincerely yours,

Will H. Hays

Mr. D. W. Griffith, Pres.,
D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City.

SYNOPSIS OF PROCEEDINGS AT THE ADJOURNED
FOURTH QUARTERLY MEETING OF THE BOARD OF DIRECTORS
DECEMBER 22, 1925.

1. Approval of previous minutes.

2. Election of Mr. Albert Warner of Warner Bros. Pictures, Inc. as Class C member of the Association, Class A director and member of the Executive Committee of the Board in place of Mr. Harry M. Warner.

3. Submission and approval of the report of the Acting Treasurer.

4. Submission of Association's budget for 1926 by the Finance Committee and approval thereof by the Board.

5. Submission of recommendation of Messrs. Fox and Hammons of the Finance Committee with regard to new method of financing Greater Movie Season, Foreign Department and Protective work in 1926; and approval thereof by the Board.

6. Discussion of the Connecticut tax situation and approval of the action taken by the Law Committee of the Association with regard thereto.

7. Discussion regarding referendum by citizens of Chicago for repeal of censorship in that city.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

December 31, 1916
New York City

Dear Mr. Griffith,

For two long years and a half I have anxiously hoped that you would give me a part in one of your pictures. My ability extends to that of a girl seventeen years old.

At the present moment my photographs are at your office. And will you please bear me in your mind.

Very Sincerely
Rosemary Hill.

593 Riverside Drive,
Telephone. Audubon 3302.

718 W. 6th St.,
Santa Ana, Calif.
Dec. 31, 1928.

Dear uncle David:

Or shall I say Santa Claus? For truly you was that to us this year. We are in our seventh Heaven. All of our friends are wishing for an uncle in New York, but there are few like you, and so their wishes are in vain.

The gifts you sent us were perfectly georgeous, and we were really in need of just what you sent. You cant imagine how cozy, warm, and stylish I feel in my new coat and beautiful bag, and Auntie's feelings are just as keen as mine. We are so happy too that you remembered Jim. Poor boy has had so much misery, and is sometimes quite sentimental and sensitive, and so I thank you for sending him the suits. Ida

rave about her brother David and Albert. The goods for her new frock came today. It is stunning, and she is like a school girl.

She is not so heavy as I would like, this trouble with her teeth has pulled her down some, — yet she is well, and happy. Definitely so since Christmas, because her busy brother took time to shop for her, and wrote the cards himself. My! but we appreciate that!

Sad will say thank you and may the coming year be one of joy and success to you.

We did want to get you a nice watch chain for X mas, but felt that our style and choice would not come up to a man of your class, and so refrained from doing so. But I do spend hours looking for something different and interesting

needed them, oh, so badly, and then it is such a help to one when down and out to be remembered by some one as important and busy as you.

Aunt Almah and uncle Albert are lovely about sending pretty things to us — as really, Auntie and I are wonderfully blessed, (in spite of my back trouble, — really except for the inspiration that comes from you folks in New York every now and then, there are times when I would be inclined to be quite discouraged. But such thoughtfulness is always a sermon that gives me renewed courage and patience. So you see you are a help to me spiritually as well as mentally and physically.

Auntie is so proud of you. You should just hear her

to send you, but never find it.

However, I have found a jelly made of wine which you might enjoy. Will send you a sample as soon as it is manufactured. I'm told you cannot get it in New York yet, or anywhere except the winery.

The manufacturer thinks I ought to win East, the best picture ever produced, and it is up to you to look him up when in Calif. (This is your chance for wine.

Love from us all,
"Lizzie" Rutter Jr.

Geraldine, (Lynn's little girl) wrote it for lots of reminiscences, but uncle David is the "Most Powerfullest".

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"WAY DOWN EAST"

December 31st, 1925

Production Cost (Direct)	$ 721,649.66
Exploitation Costs	434,155.62
Released Prints	115,953.76
Misc. Expenses during Prod. charged to Production	19,745.45
Interest and Bonuses on Loans	114,924.64
Special Commissions Paid	93,000.00
Expenses Subsequent to Release (Sched.1)	55,481.89
Final Cost	1,552,110.06

INCOME

Income From Road Shows	$ 542,960.39
Income From Gen. Release to December 31, 1925	1,864,111.00
Total Net Income	2,407,071.39
Less Cost	1,652,110.06
Final Net Profit	$ 754,961.33

E. CLIFTON - BONUS

3% on $754,961.33	$ 25,648.84
Less Amount Paid	18,400.00
Balance Unpaid	$ 7,248.84

SCHEDULE I

Expenses Subsequent To Release

Commission Paid on sale of German Rights	$ 750.00
Manning's Expenses in England	2,754.00
Grey's Expenses in England	3,000.00
Federal Tax on Road show Income	48,947.89
	$55,451.89

Suite 501-503

Telephone Longacre 10810 10811 9147

INTERNATIONAL FILM ARTS GUILD INC.

400 FIFTH AVENUE NEW YORK CITY

December 31, 1929.

Mr. David W. Griffith,
1474 Broadway,
New York City.

My dear Sir:-

I very much regret that due to the objection of your organization, we were not permitted to show "Way Down East". I feel that our organization, in view of what it is attempting to do, should receive the fullest cooperation from all motion picture producers and directors.

I am taking the liberty of enclosing herewith a notice which may be of interest to you.

Very truly yours,
INTERNATIONAL FILM ARTS GUILD.INC.

Symon Gould, Director.

SG:S

I.F.A.G.

THE SILENT DRAMA

Revivals

THERE is being conducted, in New York, a series of revivals of noteworthy film productions, under the auspices of an organization known as the International Film Arts Guild. Among the pictures that have already been shown are "Deception," "A Woman of Paris," "Broken Blossoms" and "The Miracle Man."

The project seems to be prospering, and revivals will probably continue through the winter, and include all those pictures which, for one reason or another, have been called great.

I have attended only one of these revival meetings, and it was for the purpose of observing how "Broken Blossoms" looks to-day. It was produced seven years ago—and seven years, in the life of the adolescent film industry, is a long time. Many millions of feet of celluloid have flowed through the projection machines since "Broken Blossoms" was first revealed, and many new ideas have been contributed to this occasional art.

I found that "Broken Blossoms" is still a beautiful and tremendously stirring picture, directed by David Wark Griffith with all the sensitiveness that once was his (and with almost none of the ham sentiment with which his present productions are burdened), and played with great power by Lillian Gish and Richard Barthelmess.

In just one way does "Broken Blossoms" show its age; it lacks that form of pictorial expressiveness which came to the screen in "A Woman of Paris" and which is now practiced by every worthy director on both sides of the Atlantic. Griffith did not know then how to tell a story in terms of moving pictures; he had to label every scene with a sub-title, using his pictures merely as illustrations for the text. Unfortunately, while Chaplin, Lubitsch, Vidor and many others have moved ahead with the times, Griffith has stood still. He has never learned that a movie camera can speak for itself.

The fact that D. W. Griffith has fallen behind in the big parade is cause for lamentation, for Griffith was the first heroic figure in the movies, the first to boost them from the nickelodeon class and to establish their permanence. In his earlier productions he demonstrated an amazing degree of imagination and an admirable courage. He should not be denied credit for that.

It took nerve to produce as tragic a picture as "Broken Blossoms." In summoning that essential nerve, Griffith made advance atonement for all the crimes that he was subsequently to commit, in "Dream Street" and in "Sally of the Sawdust."

"Time, the Comedian"

WHILE we are on the subject of atonement, "Time, the Comedian" offers an excellent text for the continuation of our sermon. For here is a bold attempt at intelligent drama by Robert Z. Leonard, the same director that sponsored all of Mae Murray's gaudiest and most exaggerated pictures.

If Mr. Leonard falls short of his mark at times—if he becomes a trifle involved in the psychological skeins which he is trying to unravel—it is not for want of effort. His object is to represent Father Time as a mischievous clown, who is continually using his infinite power to play pranks with the lives of poor, defenseless mortals.

Thus we see a woman, who commits an indiscretion early in life, being visited again and again by embarrassing reminders of her youthful folly. Whenever she appears to be happiest and most secure, Time pops up, like the little figure in the "Out of the Inkwell" cartoons, to plague and pester her with her unwelcome memories.

Theodore Kosloff, as *Time*, and Mae Busch, as his victim, are both excellent.

"A Woman of the World"

THE most important individual that has appeared above the movie horizon within the past year is Malcolm St. Clair. There can be no doubt about that, in view of "Are Parents People?" "The Trouble with Wives" and "A Woman of the World."

I should like to offer a series of long and loud cheers for Malcolm St. Clair. He has the right idea about motion pictures and, incidentally, about life. He is not only a darned competent workman: he is a keen and unusually perceptive philosopher. Unlike so many of his brethren in Hollywood, he can penetrate beyond the surface.

"A Woman of the World" is a gay, flippant and enormously amusing story about a tattooed countess who arrives, for no apparent reason, in a Middle Western town. It contains a great deal of expert kidding of the moral spirit which provides the backbone of our current Coolidge-Hays democracy.

Pola Negri is the star of "A Woman of the World," and Chester Conklin her principal pillar of support. Both of them are more than good. Indeed, under St. Clair's direction, Miss Negri appears to be actually happy—something which one has missed in her since she came to America, except on the one occasion when she collaborated with her old boss, Ernst Lubitsch, in "Forbidden Paradise."

R. E. Sherwood.

Dec 1925

DYING SENSATIONS PENNED BY SUICIDE

Brooklyn Man Drinks Poisoned Wine, Turns On Gas, Tries to Shoot Self

Still clutching the pencil with which he had scrawled the tragic diary of a suicide's last minutes on the wall, on bits of paper and on the oil cloth covering of the stationary tubs, Frank M. Zulauf, fifty, retired Brooklyn business man, was found dead yesterday in the gas-filled kitchen of his home, No. 474 Flatbush Avenue.

From the scribbled writings and other evidence in the little room, police reconstructed the story of how Zulauf, despondent over the death of his wife, last March, drank presumably poisoned wine, opened all burners in the gas stove, tried to shoot himself with a pistol that misfired and then reclined about in the deadly atmosphere, scratching down the thoughts that came to him in the shadowland between life and death.

"Belle, Belle, Belle," he wrote a dozen times on the white plaster of the wall. Then, less and less legibly, "The gun don't work." "Still standing up." "The gas is getting me," and, finally, "I sleep."

On the oilcloth was scratched a more detailed record.

"The gas is on. Now for the bullet. She's waiting for me. Goodby. I hope that old gun shoots straight. It's a bum gun; it looks like Satan. Goodby. It don't work. But the gas and the wine and the woe of my heart. It's worse than hell.

"It's all for her. Goodby. For her. Will you pray for us? For me and for her? I adored her all my life like a Goddess, but the woe in my heart kills. There was none like her. It's all getting me. Goodby."

Zulauf was found with his head on a pillow on the floor, a half-empty gallon jug of wine and a pistol, with a cartridge jammed in its chamber, beside him.

George Ris, proprietor of the Brooklyn Duplicating and Typewriting Company, in the second floor front rooms of the Flatbush Avenue building, where Zulauf lived alone in the rear, discovered the body.

Patrolmen August Bassler and Rudolph Herman of the Flatbush Station, who answered his alarm, tried in vain to revive Zulauf, after ridding the kitchen of its poisonous fumes. They found, besides the scribbling on the wall and tubs, letters addressed by the dead man to his pastor, the Rev. Paul F. Jublet of the Zion Lutheran Church in Flatbush; "my executor;" Max Bethge, Ridgefield Road, Port Washington, L. I.; Mrs. Jennie Ray, Embassy Hotel, Manhattan, and one, apparently to the public, which began "Dear Friends."

This read in part: "Please don't mind this. Unpleasant as it may seem, it had to be. It should have been long ago. I will meet her now."

The letter to the minister read:

"It is easy. The wine, the gas and then the bullet. It must be past 12. Goodby, old scout, I'm in a hurry. I go into the other room; will I find her there? God bless you and Merry Christmas over there, pastor. Goodby."

The other letters gave instructions for notifying friends and directed which undertaker was to be called.

Zulauf, police said, formerly owned the typewriting business, which he sold to Ris a few weeks ago. He was a member of the Flatbush Chamber of Commerce, but recently had announced his intention to close his affairs here and spend the rest of his life with three brothers in Germany.

File 12/ 126

This is strictly private and confidential and written for the purpose of cautioning you not to let your sympathy and generosity outweigh your good sense in making a thorough investigation of the facts before acting with real gain.

I have been told, but am not at liberty to state by whom, nor is it necessary since you can investigate the facts before acting, the widow of the man you told me had committed suicide, has received or will shortly receive $180,000 net from the proceeds of his life insurance. That none of this goes to creditors, but all to the widow. That the policies amounted to more, but some reductions for loans, etc. would leave the widow $180,000 net.

My informant stated the widow had told some person or persons that you seem very sympathetic, had invited her down to see you presumably to talk things over with a view to helping her out. That she would not let you know she was getting any insurance, but leave you to believe she was destitute and that she intended to "Take you for all she could get." Sounds as hard-boiled as some other people we know.

Same party expressed the opinion the widow was largely responsible for most of the troubles of the deceased.

B

Submitted by
American Play Co.,
33 West 42d Street,
New York City.

April 20th, 1920.
Synopsis by
M. P. Robinson.

"POPPY."

By

Gathering Chisholm Cushing.

A 3-Act Play.

# # # # #

Angelique, "the toast of London" is a charming little vivacious French actress. She has won fame in the different roles of "Jeanne d'Arc" L'Aiglon, and several others, but this, her greatest part is a play called "Poppy" in which she, in a flame-coloured dress, takes the principal part.

Tonight is the triumph, as to the delight of her friends her maids, and her manager, she is called to the Royal Box and asked to play this play on Jubilee Night, six months from now. The town of London goes mad when it hears of the honour done her, and her fiance, Dr. Henry Keith, gives a dinner after the play to celebrate it. His sister, Eileen, and her fiance, John Downing, and the manager and his wife, named Klegg, are the ones invited.

Angelique and Henry are coming from the theatre, when he stops the motor, and getting out, assists with his medical skill, a poor waif, evidently dying, who is lying in the gutter. Angelique is told to go on, and he will follow her, and she comes in, all radiant triumph, and greets the others who have already gathered in her drawing-room. Her former nurse, now her companion, old Bettine, adores her, as well as her maid, who accompanies her always to the theatre, as well as dresses her. This maid is Marie.

Henry comes a few minutes later, just as Angelique is making her manager promise with the most solemn oaths that he will never let

her understudy, Vivienne, play the part of Poppy, no matter what happens As Angelique is all vivid life herself, and never seems to know an ill day, they all take this a s a joke, and Angelique, jokingly serious, de clares that she would die of jealousy, if she thought that ever, ever, that cat, Vivienne, would play this part - she is sure that the little vixen is praying all the time that she will be ill or will break her ankle, or something, and she will never let her have the satisfaction of dressing in the beautiful poppy-clothes.

Henry is about to take the guests down to dinner here at the hotel, but he commands Angelique to stay in her apartment and go to bed - that she will be worn out the next day, and unfit to play, if after all this excitement, she tries to go to a dinner-party. He asks his other guests to excuse him for a little while, as he has to go and make a professional call, then he will join them. He lingers with Angelique after they go down to dinner, and she, who adores him, and minds his slightest word, tells him that she will do as he says, as he knows best. She will tell Bettine to bring her "Rest-wine" and as soon as he goes she will drink it and will retire. While she is still talking to him, Bettine comes in with the tonic, and she is about to take it, when Henry examines it and finds that it is a powerful opiate. He asks her sternly where she got it, and how long she has been taking it. She tells him her doctor in France, years before, had given it to her, and she has found it wonderful, as it braces her up, when she is about to fail in her acting, and then it puts her to sleep when she wants quieting. He tells her sternly that she must never take it again. He goes on, when she shows no fear of the thing or its consequences, to tell her of the lives that he knows of, that it has wrecked. Then he describes the call he is about to make - the call is to the pauper who was in the gutter tonight, when he left her to tend him. And he tells her that this

-3- but he had become a drug addict

man had been a nobleman, with everything to live for, he had wrecked his own life, had killed his mother, who had died of a broken heart, and was now turned out of his home, and had been a murderer, a thief, and will be buried tomorrow in a pauper's grave in the Potter's Field. For he is dying, and Henry, on account of their earlier friendship, has promised the poor wretch that he will be with him and hold his hand at the last, as he is afraid.

Henry admonishes Angelique until she promises him, but still without realising the gravenese of her plight, and her danger, that she will never, after this sip tonight, take another dose. She kisses him tenderly goodby, after he has promised that he will look in on her when he comes back from the poor fellow. And if she is still up, he will chat with her for a few minutes before joining his guests.

Henry goes, and Angelique dreams that she does not obey him, and that she breaks her vow to him. But secretly, and he does not dream that she is not doing without the fatal drug. Bettine gives it to her as she always has, and Angelique makes her promise that she will never let Henry know that she is still using it, which vow the faithful old nurse keeps.

But the night of the Jubilee, when the boxes have sold at fabulous prices, and the whole town is crazy with excitement, Angelique takes a heavier dose than usual in the afternoon, and Bettine cannot waken her, try as she will. Marie comes from the theatre with the poppy dress, and tells Bettine that she will dress her mistress in the motor, but it is nine o'clock, and Gregg will not wait more than five minutes more. Still these two devoted servants cannot wake her. Then Gregg comes and under his searching questions the two maids cannot keep up their lying, and he learns the truth, and is disgusted. He telephones the theatre for Vivienne to go on as Poppy. Keith has left his seat in the

theatre, and has hurried around here, and the truth is blurted out to him by the angry Gregg. He is disgusted when he finds that his betrothed has lied to him these many months. He waits on in her drawing-room until she wakes, as the maids feel sure that she will attempt to take her life when she finds that she has missed playing her part on Jubilee Night. When she does wake, try as they may, they cannot keep the truth from her very long, and when she learns the hour, she is frantic. Gregg comes and upbraids her, and says that Vivienne is now the idol of London. At last he goes, leaving the girl crushed, and Keith comes in, his eyes hard and cold. Angelique is now frantic. She tells him that she can endure all if he will only stick by her. At last he can stand her pleading no longer, and agrees to let her go away South for six months while he has to be in America. When she will have broken herself of the habit, and they will be reunited.

But Angelique hides in London, after attempting again and again to cure herself, and finding the fight too great. Henry knows he has lost her, and at last, when he finds her and the old, consumptive Bettine in a garret, all Angelique asks of him is that he will give her some of the precious pellets, as she has almost no money. He refuses, and she threatens suicide. He leaves, and she takes the Poppy dress down to the pawn-shop below, a thing she has vowed she will not do, and sells it for some of the drug.

Bettine dies, and she drifts, while still comparatively young, to the poor-house. Henry visits the poorhouse as the physician but she is out in the grounds with her back to him. He comes to see the men and women in this corner of the grounds, and one of the men having a fainting spell, he lays his case of medicine on the ground, and Angelique steals all the fatal pellets, and taking them all at once, dies in his arms, as the "Poppy" in the play did.

Everything becomes dim and fades away, and then she opens her eyes, and finds herself in her drawing-room, the empty glass in her hand, and Henry bending over her. He has just come back from the death-bed of the pauper, and all this has been a dream - Jubilee Night is still six months away, and Angelique still has her chance. And now she makes his heart glad by telling him with a shudder that she is afraid of this terrible drug, and will fight it with every atom of her will, for the dream has taught her the terrors of not taking it in time. He and she plan to have the poor pauper buried decently, and she tells Henry, as he clasps her close, that the poor fellow's life was not a failure after all, as it has saved one poor soul from taking the same path to ruin and worse than ruin.

THE END.

Act 2--Gown of purple and orange color silk, plumed hat. Act 3--Green silk gown and hat.

Mortimer Pettis ---------- Robert Woolsey. The equitistical lawyer of the village. Acts 1 and 3--Brown suit and hat. Act 2--Dress suit, frilled shirt.

Prof. Eustace McGargle ------ W. C. Fields. An amusing old rascal who swindles country people at County Fairs. Acts 1 and 3--Long brown coat, trimmed in fur, plaid trousers, high white hat. Green satin coat. Act 3--Grey suit, blue vest, high hat.

Poppy McGargle ---------- Madge Kennedy. A pretty young girl who thinks she is McGargle's daughter. Act 1--Plaid gingham skirt and cape, white waist and hat. (Odd style). Act 2--Blue silk gown. (Odd). A gorgeous and stylish gown of pink silk and white net ruffles, trimmed in rosebuds. Act 3--Plain gown of grey crepe, large apron.

Judge Delafield ---------- Hugh Chilvers. Village Judge. Middle-age. Violet coat, cream color trousers, high hat.

Premier Dancer ---------- Marion Chambers. Dancing costume of white lace ruffles.

Special Dancers ---------- White silk and net.

Girls of the Ensemble ------- Act 1--Gowns of pink, violet and yellow organdy, straw hats. Act 2--Evening gowns of all colors. Act 3--Gowns of yellow silk, black hats (Shepherdess style).

Boys of the Ensemble -------- Acts 1 and 3--Violet color coats, white trousers. Act 2--Dress suits, frilled shirts.

Time: 1874. Place: Greenmeadow, Connecticut.

THE PLAY:

The village of Greenmeadow is very lively just now because the County Fair is almost ready to open. As this is the only time

in the year that outsiders visit the town, it is always a great event to the villagers. Amos Sniffen, the village constable, is giving out the concessions to travelling shows and Amos, besides being a gallant beau, is clever in getting a rake-off on all concessions. Amos is even sly enough to talk Miss Tucker, the village spinster, into a softer mood when she appears at the Fair Grounds to warn him not to let in any shows the Purity League has black-listed. But Sarah flounces away when a crowd of village girls and boys start to dance.

Princess Pasha Tubbs is creating a disturbance in the village because she has taken possession of the wealth left by old man Foster, whose daughter ran away when he objected to her marrying a circus man. The Princess is the next of kin, so she claimed the fortune and as Mortimer Pottle, the village lawyer, sees a chance to marry a fortune, he is in charge of her case. No other heirs have appeared, so the Princess is hugely enjoying her position, for this is the first time she ever handled real money.

Professor McGargle, a clever old swindler, arrives with his daughter, Poppy. McGargle sells medicines, works the shell game and does juggling to attract the crowd. Poppy assists with the juggling but she is very much opposed to the swindling. Poppy is really the granddaughter of old man Foster and is entitled to the money which the Princess is spending; but no one knows this, not even McGargle who adopted Poppy when her mother, a wardrobe woman in a circus, died. Poppy loves McGargle in spite of his rascality, and he adores Poppy.

McGargle strikes Amos for a good location on the Fair Grounds and Amos accepts a tip and gives McGargle a prominent booth between the tents of the Fat Woman and the Fire Eater. When Amos sees Poppy a wonderful scheme occurs to him, and he suggests that McGargle forge a marriage certificate showing that McGargle was married to Katie Foster; then Poppy can claim the money. This scheme suits McGargle but he warns Amos not to let Poppy know of the fraud or the plot will be exploded. McGargle is so pleased over the prospect of easy money that when Poppy begs him to quit the show business and let her get a regular job, he promises if she will go through the show today he will start a respectable life tomorrow.

Poppy, happy, sings to the children who surround her and she not only charms the children, but she attracts to her side the handsome young New Yorker, William Van Wyck, who is in the village posing as a visitor but who is really looking up the real heir to the Foster wealth. Will gives the children money and after they scamper away he talks to Poppy and falls in love. Poppy tells Will she hates the show business and is going to retire to a real job tomorrow.

McGargle draws a crowd when he starts his show and Pottle is so charmed with Poppy that he starts to bid for the bottle of medicine she is holding, but Will runs up the price to twenty dollars. Poppy hands the bottle to Will, and later she secretly returns his money, telling him the medicine is no good. When Poppy tells his fortune Pottle wants a kiss thrown in, but Will knocks him down. The Princess appears to claim Pottle, but

he manages to get into a shell game with McGargle and when he catches McGargle cheating he orders Amos to arrest both McGargle and Poppy. Will gives bail for Poppy.

This is McGargle's chance to spring the news that his wife's name was Foster and he does it very effectively, stunning the whole crowd by his claim that Poppy is heiress to Foster's wealth. He asks for the keys and the bank book at once, but Judge Delafield says McGargle will have to stay in jail while for cheating at cards, and that he will also have to prove that he was married to Katie Foster. Judge Delafield tells his attractive daughter, Mary, to take Poppy home with her for the night. Poppy clings to McGargle and says after all it isn't so nice to be respectable.

That evening, Mary is giving a party and she loans Poppy a beautiful dress to wear. Will is ardent in his attentions to Poppy but she tells him she is not like the other girls. Will offers to teach her some of the manners of society and Poppy enjoys the lesson very much. She is also delighted when McGargle, released in the care of Amos, slips into the Delafield home and shows her the marriage certificate he and Amos have forged. Poppy cannot believe she is really the heiress and she is suspicious of McGargle but he swears the certificate is genuine.

When Amos and the Princess find out about the certificate, there is a commotion. The Princess vows she will never give up the money and Pottle says he will investigate. He questions McGargle about the personal appearance of Katie Foster, but as Amos has drilled McGargle very well, McGargle comes through

with flying colors. Pottle decides the best way would be to buy off McGargle and he offers him $50,000, to take Poppy and disappear leaving the estate to the Princess. McGargle is too clever to accept a check but he promises to give up the certificate for cash. McGargle chuckles when Pottle rushes off to raise the money.

McGargle gets Poppy alone and begs her to run away with him as soon as Pottle pays the money, but Poppy now knows it is all a fake and she will not go unless McGargle refuses to take the money and promises to go to work at a respectable job. McGargle wheedles and weeps, but Poppy is firm. Pottle rushes in with the money and McGargle gives up the certificate. Pottle examines it and finds a watermark of recent date on the paper so he grabs his money and makes Amos arrest McGargle as a forger. Poppy turns off the lights to give McGargle a chance to escape and he does. Judge Delafield appoints Sarah Tucker guardian for Poppy and as Poppy leaves the party she sobs: "I knew it was too good to be true."

McGargle was caught and has been in jail a week, and Poppy is still slaving for the stern Sarah. Mary often calls to console Poppy whom she loves and one day the Princess comes to jeer in scorn. The Princess says she is going to London to see the Queen, and she is very angry when Mary exclaims: "God save the Queen." Poppy is very unhappy as she is afraid of Sarah, and she worries over what may happen to McGargle.

One day McGargle surprises Poppy by entering through a window and airily saying he escaped from the old cow shed of a jail.

He confesses he has the money which he got from selling a horse and buggy he stole from Pettie, and he begs Poppy to go with him while the going is good. But Poppy refuses to jump her bail and she feels so badly about McGargle's dishonesty that McGargle tells her he is not her father; that he adopted her after her mother died in the circus.

Later when Poppy is singing over her work, Sarah, startled, asks her where she learned the song and Poppy says her mother taught it to her. Sarah asks Poppy what her mother's name was and Poppy tells her and shows a locket which contains one half of a quarter. Sarah runs to her treasure box and brings out the other half, and says she and Katie Foster divided the quarter when they were in school together. Sarah takes Poppy to her heart and the kindness of youth returns to Sarah.

McGargle has been caught again and is now brought back followed by most of the citizens of the town. All sorts of calamities seem to be hanging over McGargle's head, but when Poppy throws her arms around his neck and Sarah says she can prove Poppy is the daughter of Katie Foster, things brighten up for McGargle. He claims he knew it all the time and that he brought Poppy to her mother's old home town to restore Poppy to her proper place in life. No one cares much whether McGargle is lying or not as Will rushes in and claims Poppy as his future bride.

THE END

January 17th 1925.

PAY ROLL NO. 888 Jan. 17,1925.

ON PAY ROLL	OFF PAY ROLL

Pay Roll week ending	Jan. 10th 1925	$3790.00
" " " "	Jan. 17th 1925	3790.00

Treasurer.

February 14th 1925.

PAY ROLL NO. 887.

ON PAY ROLL	OFF PAY ROLL.	
	E. Haitland	$30.00
	Decrease	30.00

Pay Roll week ending Feb. 7th 1925 - $3775/00
Pay Roll week ending Feb.14th 1925 - 3745.00

Decrease 30.00

Treasurer.

February 21st 1925.

PAY ROLL NO. 288 - February 21st 1925.

ON PAY ROLL	OFF PAY ROLL

Pay Roll week ending February 14th 1925 - $3745.00
Pay Roll week ending February 21st 1925 3745.00

Treasurer.

March 7 1925.

Payroll # 290

On payroll		Off payroll	
		A.L.Grey	$150.00
		A.H.T.Bensah	100.00
		J.C.Epping	100.00
		John Lloyd	100.00
		Decrease	$450.00

Payroll ending week February 28 1925.		$2670.00
Payroll Ending March 7 1925.		2220.00
	Decrease	$ 450.00

Payroll No. 891 March 14 1925.

On Payroll		Off Payroll
	James Smith	$ 175.00
	Frank Diem	150.00
	Neil Hamilton	400.00
	G.W.Bitzer	50.00
	H.Hayashi	55.00
	Decrease	$ 830.00

Payroll Week ending March 7 1925.	$2220.00
Payroll Week Ending March 14 1925.	1390.00
Total Decrease	$ 830.00

Treasurer_____

Pa

March 19th,
19 25.

Payroll No. 292 March 21,1925

On Payroll	Off Payroll

Payroll Week Ending March 14, 1925	$1390.00
Payroll Week Ending March 21, 1925	1390.00

Treasurer _____

March 26th,
1 9 2 5

Payroll No. 293 March 26,1925

On Payroll	Off Payroll	
	F. W. Campbell	$175.00
	Ruth Beyer	25.00
	Decrease - - -	$200.00
Payroll Week Ending March 21, 1925		$1390.00
Payroll Week Ending March 28, 1925		1190.00
	Total Decrease - -	-$ 200.00

Treasurer_____

April 4, 1925.

Payroll - - - -834

ON PAYROLL	OFF PAYROLL
HAMILTON $400	Increase $400

PAYROLL WEEK ENDING 3/28/25	$1190.
PAYROLL WEEK ENDING 4/4/25	$1590.
	Increase $400.

Payroll No. 295. April 11 1925.

On Payroll	Off Payroll	
	J.M.Ashcraft	$150.00

Payroll week ending April 4 1925.		$1590.00
" " " " 11 1925.		1440.00
	Decrease	$ 150.00

_____ Treasurer

Payroll No.396 April 18 1925.

On Payroll	Off Payroll

Payroll Week Ending April 11 1925.	$1440.00
Payroll Week Ending April 18 1925.	1440.00

Treasurer.

Pay Roll Staff April 28 1928

On Payroll	Off Payroll
Payroll week Ending April 18 1928	$440.00
Payroll week Ending April 25 1928	$440.00

Treasurer.

IN ACCOUNT WITH

THE FIRST NATIONAL BANK
Mamaroneck, N.Y.

NAME Griffith, W. W. Inc (Pay Roll)

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL	CHECKS ARE LIST. FROM LEFT TO RIGHT ON LINE FOLLOWING DATE OF PAYMENT		DATE	DEPOSITS
		BALANCE FROM LAST STATEMENT		JAN 1 1925	1,296.36
JAN 3 '25	32.00 —	30.00 —	47.10 —		
JAN 3 '25	50.00 —	50.00 —	50.00 —		
JAN 3 '25	50.00 —			JAN 3 '25	1,126.31
JAN 5 '25	90.00 —	15.00 —	36.39 —		
JAN 5 '25	36.00 —	38.75 —	40.00 —		
JAN 5 '25	400.00 —	55.00 —	30.00 —		
JAN 5 '25	27.27 —			JAN 5 '25	204.75
JAN 6 '25	30.00 —	42.50 —	49.50 —		
JAN 6 '25	25.00 —	50.00 —	25.00 —		
JAN 6 '25	20.00 —	25.00 —	28.63 —		
JAN 6 '25	50.00 —	45.00 —	22.90 —	JAN 6 '25	
JAN 7 '25	49.09 —	38.18 —	31.81 —		
JAN 7 '25	5.00 —	30.00 —		JAN 7 '25	450.00
JAN 8 '25	50.00 —	36.70 —	31.09 —	JAN 8 '25	
JAN 9 '25	66.38 —			JAN 9 '25	
JAN 10 '25	50.00 —	30.00 —	55.00 —		
JAN 10 '25	15.00 —	70.00 —	150.00 —	JAN 10 '25	
				JAN 10 '25	745.01
JAN 12 '25	27.81 —	41.42 —		JAN 12 '25	400.00
				JAN 12 '25	150.00
JAN 13 '25	20.72 —	90.00 —	40.00 —		
JAN 13 '25	43.75 —	36.00 —	28.63 —		
JAN 13 '25	25.00 —	45.00 —	30.00 —		
JAN 13 '25	25.00 —	50.00 —	20.00 —		
JAN 13 '25	50.00 —	25.00 —	36.81 —		
JAN 13 '25	27.81 —	50.00 —	400.00 —	JAN 13 '25	209.75
JAN 14 '25	5.00 —			JAN 14 '25	
JAN 15 '25	36.81 —	261.09		JAN 15 '25	
JAN 17 '25	49.06 —	30.00 —		JAN 17 '25	721.72
JAN 19 '25	50.00 —	70.00 —	70.00 —		
JAN 19 '25	30.00 —	30.00 —	400.00 —	JAN 19 '25	400.00
		BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS		JAN 19 '25	1,298.36

PETERHOUSE & CO. CERTIFIED PUBLIC ACCOUNTANTS APR 1926 No. 119

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

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DATE	CHECKS IN DETAIL	CHECKS ARE LISTED FROM LEFT TO RIGHT IN THE FOLLOWING DATE OF PAYMENT		DATE	DEPOSITS
		BALANCE FROM LAST STATEMENT			1,298.30
	55.00	45.00	54.00		
	25.00	25.00	30.00		
	50.00	20.00	25.00		
	45.00	40.00			
	45.00	41.96	45.00		
	5.00				
	44.06	70.00	40.00		
	30.00	90.00	50.00		1,166.31
	45.00	35.00	5.00		
	15.00	55.00	40.00		
	37.09	34.00	31.20		400.00
	50.00	200.00	50.00		
	30.00	25.00	25.00		
	25.00	20.00	24.18		
	400.00	57.27	45.00		

FRED STERNHOUSE & CO. EXAMINED APR 1928 No. 119 ACCOUNTANTS

BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS — 782.61

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

USE YOUR PASS BOOK ONLY AS A RECEIPT BOOK WHEN MAKING DEPOSITS

SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP — STORAGE FOR VALUABLES AT REASONABLE RATES

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

Mamaroneck, N.Y.

NAME Griffith, W. W. Inc. (Pay Roll)

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL	CHECKS ARE LISTED FROM LEFT TO RIGHT IN THE FOLLOWING DATE OF PAYMENT		DATE	DEPOSITS
		BALANCE FROM LAST STATEMENT		FEB 1 1925	INV. 61
	50.00 –	44.38 –	55.00 –		
	25.00 –				1,626.38
	400.00 –	40.00 –	40.00 –		
	30.00 –	90.00 –	100.00 –		
	100.00 –	25.00 –	25.00 –		
	30.00 –	20.00 –	50.00 –		
	50.00 –	34.00 –			
	30.00 –	30.00 –	45.00 –		
	200.00 –				
	45.00 –	5.00 –			
	44.38 –	30.00 –	40.00 –		
	90.00 –	55.00 –			1,369.38
	70.00 –	54.20 –	20.00 –		
	25.00 –	25.00 –	25.00 –		
	30.00 –	5.00 –	5.00 –		
	45.00 –	50.00 –			
	400.00 –	50.00 –	50.00 –		
	200.00 –				
	40.00 –	45.00 –			
	50.00 –	44.38 –	70.00 –		
	55.00 –	90.00 –	30.00 –		
	40.00 –				1,124.38
	30.00 –	400.00 –	30.00 –		
	45.00 –	50.00 –	50.00 –		
	30.00 –	25.00 –	25.00 –		
	25.00 –	20.00 –	70.00 –		
	40.00 –				

PRICE WATERHOUSE & CO. EXAMINED APR 1926 No. 119 ACCOUNTANTS

BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS — 723.61

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

USE YOUR PASS BOOK ONLY AS A RECEIPT BOOK WHEN MAKING DEPOSITS

SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP **STORAGE FOR VALUABLES AT REASONABLE RATES**

IN ACCOUNT WITH

THE FIRST NATIONAL BANK
Mamaroneck, N.Y.

NAME Griffith H. & Inc (Pay Roll)

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL	CHECKS ARE LISTED FROM LEFT TO RIGHT IN THE FOLLOWING DATE OF PAYMENT		DATE	DEPOSITS
		BALANCE FROM LAST STATEMENT		Feb 18	723.61
					500.00
	5.00				
	55.00	50.00	90.00		
	44.38	70.00	40.00		109.38
	30.00	30.00	125.00		
	125.00	125.00	125.00		
	400.00	50.00	45.00		
	25.00	25.00	20.00		
	25.00	50.00			150.00
	150.00				200.00
	50.00	55.00	44.38		
	90.00	70.00	5.00		159.38

WATERHOUSE & CO. EXAMINED APR 1926 No. 119 ACCOUNTANTS

BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS — 2,243.61

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

USE YOUR PASS BOOK ONLY AS A RECEIPT BOOK WHEN MAKING DEPOSITS

SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP — STORAGE FOR VALUABLES AT REASONABLE RATES

IN ACCOUNT WITH

THE FIRST NATIONAL BANK
Mamaroneck, N.Y.

NAME Griffith & N (Pay Roll)

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL	CHECKS AND ITEMS FROM LEFT TO RIGHT IN THE ORDER FOLLOWING DATE OF PAYMENT		DATE	DEPOSITS
		BALANCE FROM LAST STATEMENT		MAR 1 1925	2243.61
	150.00 –	150.00 –	30.00 –		
	40.00 –	200.00 –	200.00 –		
	40.00 –	40.00 –	30.00 –		
	400.00 –	5.00 –	50.00 –		
	50.00 –	25.00 –	25.00 –		
	20.00 –	25.00 –			
	45.00 –				
	55.00 –	90.00 –	70.00 –		
	30.00 –	40.00 –	44.38 –		
	36.00 –				1,116.38
	40.00 –	45.00 –	36.00 –		
	25.00 –	5.00 –	25.00 –		
	25.00 –	50.00 –	50.00 –		
	20.00 –				
	30.00 –	400.00 –			
				MAR 12	2,000.00
MAR 13	40.00 –	30.00 –	44.38 –	MAR 13	13.13.72.5
MAR 14	55.00 –	55.00 –	55.00 –		
MAR 14	15.00 –	15.00 –	100.00 –		
MAR 14	90.00 –	90.00 –	40.00 –		
MAR 14	36.00 –	44.38 –	30.00 –		
MAR 14	40.00 –	70.00 –	70.00 –		
MAR 14	70.00 –	70.00 –	70.00 –		
MAR 14	200.00 –	200.00 –	200.00 –		
MAR 14	200.00 –	200.00 –	200.00 –		
MAR 14	350.00 –	35.00 –	35.00 –		
MAR 14	35.00 –	300.00 –	300.00 –		
MAR 14	300.00 –	300.00 –	50.00 –		
MAR 14	200.00 –	300.00 –	255.62 –		
MAR 14	50.00 –	25.00 –	25.00 –		
MAR 14	25.00 –	50.00 –	20.00 –		
MAR 14	50.00 –	50.00 –		MAR 14	2,240.38
		BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS		MAR 15 '25	13,010.86

PATERHOUSE & CO. EXAMINED APR 1926 No. 119 PUBLIC ACCOUNTANTS

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

USE YOUR PASS BOOK ONLY AS A RECEIPT BOOK WHEN MAKING DEPOSITS

SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP **STORAGE FOR VALUABLES AT REASONABLE RATES**

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

Mamaroneck, N.Y.

NAME Griffith, D.W. (Pay Roll)

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL	CHECKS ARE LISTED FROM LEFT TO RIGHT IN THE FOLLOWING DATE OF PAYMENT		DATE	DEPOSITS
		BALANCE FROM LAST STATEMENT		MAR 1 4	13,010.86
MAR 1 6	150.00 —	150.00 —	150.00 —		
MAR 1 6	150.00 —	400.00 —	250.00 —		
MAR 1 6	250.00 —	650.00 —	250.00 —		
MAR 1 6	650.00 —	650.00 —	175.00 —		
MAR 1 6	175.00 —	175.00 —	250.00 —		
MAR 1 6	150.00 —	250.00 —	150.00 —		
MAR 1 6	150.00 —			MAR 1 6	
MAR 1 7	30.00 —	150.00 —	350.00 —		
MAR 1 7	50.00 —	20.00 —	25.00 —		
MAR 1 7	25.00 —	25.00 —	50.00 —		
MAR 1 7	200.00 —	200.00 —	200.00 —		
MAR 1 7	200.00 —			MAR 1 7	
MAR 1 8	175.00 —	175.00 —	175.00 —		
MAR 1 8	200.00 —	100.00 —	175.00 —		
MAR 1 8	175.00 —	175.00 —	137.25 —	MAR 1 8	
MAR 1 9	40.00 —	175.00 —	175.00 —		
MAR 1 9	175.00 —	175.00 —	850.00 —		
MAR 1 9	850.00 —			MAR 1 9	
MAR 2 1	70.00 —	40.00 —	90.00 —		
MAR 2 1	35.00 —	36.00 —	40.00 —	MAR 2 1	2,221.00
MAR 2 3	100.00 —	150.00 —		MAR 2 3	175.00
MAR 2 4	25.00 —	25.00 —	20.00 —		
MAR 2 4	25.00 —	50.00 —	350.00 —		
MAR 2 4	70.00 —	200.00 —	100.00 —		
MAR 2 4	20.00 —	50.00 —		MAR 2 4	
MAR 2 5	100.00 —			MAR 2 5	2,450.00
MAR 2 6	125.00 —	125.00 —	125.00 —		
MAR 2 6	400.00 —	125.00 —	200.00 —		
MAR 2 6	200.00 —	200.00 —	200.00 —		
MAR 2 6	200.00 —	200.00 —	175.00 —	MAR 2 6	
MAR 2 7	40.00 —	200.00 —	200.00 —		
MAR 2 7	200.00 —	200.00 —	200.00 —	MAR 2 7	
MAR 2 8	75.00 —	70.00 —	35.00 —		
MAR 2 8	40.00 —	40.00 —		MAR 2 8	3,906.00
		BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS		MAR 2 8	5,364.61

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

USE YOUR PASS BOOK ONLY AS A RECEIPT BOOK WHEN MAKING DEPOSITS

SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP **STORAGE FOR VALUABLES AT REASONABLE RATES**

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

Mamaroneck, N.Y.

NAME Griffith, D. W. (Ray Kelly)

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL	CHECKS ARE LISTED FROM LEFT TO RIGHT IN THE ORDER OF THEIR DATE OF PAYMENT	DATE	DEPOSITS
		BALANCE FROM LAST STATEMENT $	MAR 30	3,364.61
MAR 30	50.00 —	400.00 —		40.00 —
MAR 30	150.00 —	150.00 —	MAR 30	150.00
MAR 31	350.00 —	100.00 —		36.00 —
MAR 31	50.00 —	25.00 —	MAR 31	20.00

BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS — MAR 31 — 3,843.61

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

USE YOUR PASS BOOK ONLY AS A RECEIPT BOOK WHEN MAKING DEPOSITS

SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP — STORAGE FOR VALUABLES AT REASONABLE RATES

HASKINS & SELLS ACCOUNTANTS APR 1948 No. 119

IN ACCOUNT WITH

THE FIRST NATIONAL BANK
Mamaroneck, N.Y.

NAME (Griffith M. D. Jones (Clay Rice))

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL	CHECKS ARE LISTED FROM LEFT TO RIGHT IN THE FOLLOWING DATE OF PAYMENT		DATE	DEPOSITS
		BALANCE FROM LAST STATEMENT		1	1925 3,54
APR 1	300.00 —	300.00 —	300.00		
APR 1	200.00 —	150.00 —	150.00		
APR 1	175.00 —			APR 1	
APR 4	100.00 —	175.00 —	175.00	APR 4	
APR 4	40.00 —	75.00 —	70.00		
APR 4	35.00 —	40.00 —	150.00		
APR 4	25.00 —			APR 4	2,706.00
APR 6	400.00 —	100.00 —	40.00		
APR 6	200.00 —	200.00 —	200.00		
APR 6	50.00 —			APR 6	
APR 7	20.00 —	25.00 —	25.00		
APR 7	50.00 —	350.00 —		APR 7	
APR 8	36.00 —	100.00 —		APR 8	
APR 9	200.00 —	150.00 —		APR 9	
APR 11	75.00 —	40.00 —	36.00		
APR 11	35.00 —	70.00 —	40.00	APR 11	3,306.00
APR 13	400.00 —	200.00 —	200.00		
APR 13	200.00 —	100.00 —	50.00		
APR 13	150.00 —			APR 13	
APR 14	20.00 —	25.00 —	25.00		
APR 14	50.00 —	350.00 —	200.00	APR	
APR 15	150.00 —	150.00 —	200.00		
APR 15	50.00 —	50.00 —	50.00		
APR 15	50.00 —	50.00 —	100.00	APR 15	
APR 18	40.00 —	35.00	70.00		
APR 18	150.00	150.00	150.00		
APR 18	150.00	150.00	150.00		
APR 18	150.00	150.00	100.00		
APR 18	75.00 —			APR 18	215.00
APR 20	400.00 —	40.00 —	150.00		
APR 20	50.00 —			APR 20	1,555.00
APR 21	40.00 —	40.00 —	100.00		
APR 21	50.00 —	25.00 —	20.00		
APR 21	25.00 —	350.00 —		APR 21	
APR 22	200.00 —			APR 22	
APR 25	7000 —	4000 —	4000	APR 25	4,515.00
APR 25	75.00 —	35.00		APR 25	5,148.51

BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS

WATERHOUSE & CO. EXAMINED APR 1926 No. 119 ACCOUNTANTS

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

USE YOUR PASS BOOK ONLY AS A RECEIPT BOOK WHEN MAKING DEPOSITS

SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP **STORAGE FOR VALUABLES AT REASONABLE RATES**

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

Mamaroneck, N.Y.

NAME Juffick, D. W. Inc. (Roy Hill)

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DATE THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL	CHECKS ARE LISTED FROM LEFT TO RIGHT IN THE FOLLOWING DATE OF PAYMENT			DATE	DEPOSITS
					APR 27	5,146.61
APR 27	4000 —	17000	19000	—		
APR 27	15000 —	5000 —			APR 27	1,555.00
APR 29	2000 —	2500 —	2500	—		
APR 29	5000 —	17500 —	40000	—	APR 29	
APR 29	35000 —	20000 —	10000	—		
APR 29	20000 —	20000 —	50000	—		
APR 29	20000 —	30000 —	30000	—		
APR 29	30000 —	30000 —			APR 29	
APR 30					APR 30	1,510.00

PRICE WATERHOUSE & CO. EXAMINED APR 1949 No. 119 ACCOUNTANTS

BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS

APR 30 25 — 7,818.61

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

USE YOUR PASS BOOK ONLY AS A RECEIPT BOOK WHEN MAKING DEPOSITS

SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP — STORAGE FOR VALUABLES AT REASONABLE RATES

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

Mamaroneck, N.Y.

NAME Gifford M. W. (Pay Rec)

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL	CHECKS ARE LISTED FROM LEFT TO RIGHT IN THE FOLLOWING DATE OF PAYMENT		DATE	DEPOSITS
		BALANCE FROM LAST STATEMENT		MAY 1	1925 78
MAY 2	4000	5500	10000		
MAY 2	1715	3500	2500		
MAY 2	3500	5000.00	2500.00		
MAY 2	2500.00	2500.00	1500.00		
MAY 2	2500.00	1750.00	1750.00		
MAY 2	1000.00	1750.00	1750.00	MAY 2	14213
MAY 4	3000.00	3000.00	3000.00		
MAY 4	50.00			MAY 4	1540.00
MAY 5 '25	150.00	25.00	50.00		
MAY 5 '25	20.00	25.00	175.00		
MAY 5 '25	175.00	175.00	175.00		
MAY 5 '25	175.00	150.00	150.00		
MAY 5 '25	150.00	350.00	150.00		
MAY 5 '25	150.00	150.00	150.00		
MAY 5 '25	150.00			MAY 5 '25	
				MAY 6 '25	1,000.00
MAY 6 '25	200.00	400.00			
MAY 7 '25	500.00	500.00			
MAY 8 '25	100.00	50.00	50.00		
MAY 8 '25	50.00	50.00	50.00		
MAY 8 '25	50.00				
MAY 9 '25	35.00	60.00	55.00	MAY 9 '25	1,100.00
				MAY 9 '25	195.00
MAY 11 '25	150.00	150.00	150.00		
MAY 11 '25	150.00	40.00	100.00		
MAY 11 '25	50.00				
MAY 12 '25	200.00	350.00	50.00		
MAY 12 '25	25.00	20.00	25.00		
MAY 12 '25	200.00	200.00	~~100.00~~		
			BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS	MAY 1[illegible]	1,283.61

HOUSE & CO. EXAMINER APR 1926 No. 119 ACCOUNTANTS

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

USE YOUR PASS BOOK ONLY AS A RECEIPT BOOK WHEN MAKING DEPOSITS

SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP **STORAGE FOR VALUABLES AT REASONABLE RATES**

IN ACCOUNT WITH

THE FIRST NATIONAL BANK
Mamaroneck, N.Y.

NAME Griffith D. W. Payroll

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL	CHECKS ARE LISTED FROM LEFT TO RIGHT IN THE FOLLOWING DATE OF PAYMENT		DATE	DEPOSITS
		BALANCE FROM LAST STATEMENT $			2,283.61
MAY 1 '25	150.00 14				
1 '25	40.00 —	200.00 1			
1 '25	100.00 —	60.00 —	55.00 —	MAY 1 '25	160.00
1 '25	35.00 —	40.00 —		MAY 1 '25	1,100.00
2 '25	200.00 3	25.00 —	25.00 —		
2 '25	20.00 —	50.00 —	100.00 —		
MAY 2 1 '25	350.00 —			MAY 2 1 '25	1,025.00
MAY 2 3 '25	35.00 —	100.00 —	60.00 —		
MAY 2 3 '25	55.00 —	50.00 —		MAY 2 3 '25	1,160.00
MAY 2 5	150.00 16	250.00 ✓ 6	50.00 —		
MAY 2 5	40.00 —	250.00 ✓ 6	150.00 16	MAY 2 5	1,100.00
2 6	25.00 —	25.00 —	50.00 —		
2 6	20.00 —	350.00 —	500.00 5		
2 6	500.00 4				
MAY 2 7 '25	200.00 6	100.00 —		MAY 2 7 '25	300.00
MAY 2 8 '25	300.00 7			MAY 2 8 '25	
2 9 '25	40.00 —	60.00 —	100.00 —		
2 9 '25	35.00 —			2 9 '25	1,760.00

PRICE WATERHOUSE & CO. EXAMINER APR 1949 No. 119 ACCOUNTANTS

BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS — 2 9 '25 — 2,943.61 ok

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

USE YOUR PASS BOOK ONLY AS A RECEIPT BOOK WHEN MAKING DEPOSITS

SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP — **STORAGE FOR VALUABLES AT REASONABLE RATES**

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

Mamaroneck, N.Y.

NAME Griffith, R. W. Inc.

ADDRESS Pay Roll Acct.

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL	CHECKS ARE LISTED FROM LEFT TO RIGHT ON LINE FOLLOWING DATE OF PAYMENT		DATE	DEPOSITS
		BALANCE FROM LAST STATEMENT		JUN 1 1925	2,943.61
JUN 1 '25	175.00	175.00	175.00		
JUN 1 '25	250.00	250.00	55.00		
JUN 1 '25	50.00	100.00		JUN 1 '25	
JUN 2 '25	150.00	50.00	350.00		
JUN 2 '25	25.00	20.00	25.00		
JUN 2 '25	200.00			JUN 5 '25	
JUN 6 '25	75.00	40.00	35.00		
JUN 6 '25	55.00			JUN 6 '25	1,025.00
JUN 8 '25	100.00	50.00		JUN 8 '25	
JUN 9 '25	350.00	25.00	50.00		
JUN 9 '25	25.00	20.00		JUN 9 '25	
				JUN 10 '25	3,925.00
JUN 11 '25	200.00			JUN 11 '25	300.00
				JUN 13 '25	1,025.00
JUN 13 '25	300.00	35.00	55.00		
JUN 15 '25	850.00	850.00			
JUN 15 '25	850.00	850.00	50.00		
JUN 15 '25	100.00	40.00		JUN 1	
JUN 16 '25	350.00	50.00	25.00		
JUN 16 '25	25.00	20.00		JUN 16 '25	
JUN 17 '25	200.00	75.00		JUN 17 '25	
18 '25	175.00	175.00	175.00	18 '25	
JUN 20 '25				JUN 20 '25	
JUN 20 '25	35.00	55.00	75.00	JUN 20 '25	2,725.00
JUN 22	50.00	100.00	40.00	JUN 22	
JUN 23 '25	25.00	50.00	20.00		
JUN 23 '25	25.00	350.00		JUN 23 '25	
JUN 24 '25	200.00			JUN 24 '25	
JUN 27 '25	40.00	75.00	35.00	JUN 27 '25	1,025.00
JUN 27 '25	55.00			JUN 27 '25	
JUN 29 '25	100.00	50.00	850.00		
JUN 29 '25	850.00			JUN 29 '25	
JUN 30	350.00	25.00	50.00	JUN 30	3,200.00
JUN 30	25.00	20.00		JUN 30	4,293.61

BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS

HOUSE & CO. BANKERS APR 1926 No. 119 ACCOUNTANTS

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

USE YOUR PASS BOOK ONLY AS A RECEIPT BOOK WHEN MAKING DEPOSITS

SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP **STORAGE FOR VALUABLES AT REASONABLE RATES**

IN ACCOUNT WITH

THE FIRST NATIONAL BANK
Mamaroneck, N.Y.

NAME Griffith Duff (Pay Roll)

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL	CHECKS ARE LISTED FROM LEFT TO RIGHT IN THE FOLLOWING DATE OF PAYMENT		DATE	DEPOSITS
		BALANCE FROM LAST STATEMENT		JUL 1 1925	273.61
	200.00	250.00	250.00		
	250.00	250.00			
	40.00	55.00			
	75.00	55.00			1,025.00
	100.00	50.00	300.00		
	300.00	300.00	300.00		
	250.00	250.00	250.00		
	250.00	350.00	25.00		
	20.00	25.00	50.00		
	200.00				
	40.00	35.00	55.00		
					1,025.00
	50.00	100.00			
	350.00	50.00	25.00		
	25.00	20.00			
	200.00				
	75.00				
	40.00	55.00	35.00		1,025.00
	350.00	100.00	50.00		
JUL 21 '25	50.00	25.00	20.00		
JUL 21 '25	25.00			JUL 21 '25	
JUL 22 '25	75.00	200.00		JUL 22 '25	
JUL 25 '25	35.00	75.00		JUL 25 '25	1,215.00
JUL 27 '25	50.00	100.00	40.00	JUL 27 '25	
JUL 28 '25	350.00	50.00	25.00		
JUL 28 '25	25.00	20.00	20.00		
JUL 28 '25	20.00			JUL 28 '25	
		BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS		JUL 28	1,298.61

PRICE WATERHOUSE & CO. EXAMINER APR 1926 No. 119 ACCOUNTANTS

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

USE YOUR PASS BOOK ONLY AS A RECEIPT BOOK WHEN MAKING DEPOSITS

SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP **STORAGE FOR VALUABLES AT REASONABLE RATES**

IN ACCOUNT WITH

THE FIRST NATIONAL BANK
Mamaroneck, N.Y.

NAME D. W. Griffith Exp Acct

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN RETAIL	CHECKS ARE LISTED FROM LEFT TO RIGHT IN THE ORDER OF PAYMENT	DATE	DEPOSITS
		BALANCE FROM LAST STATEMENT	JUL 2 29	1,298.61
JUL 2 29 JUL 31 29	200.00 – 150.00 –	55.00 –	JUL 2 29 JUL 31 29	
		BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS	JUL 31	893.61

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

USE YOUR PASS BOOK ONLY AS A RECEIPT BOOK WHEN MAKING DEPOSITS

SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP **STORAGE FOR VALUABLES AT REASONABLE RATES**

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

Mamaroneck, N.Y.

NAME Griffith D M (Pay Roll)

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL	CHECKS ARE LISTED FROM LEFT TO RIGHT IN THE FOLLOWING DATE OF PAYMENT		DATE	DEPOSITS
		BALANCE FROM LAST STATEMENT		AUG 1 1925	8736
AUG 1 '25	35.00 –	40.00 –		AUG 1 '25	1,180.00
AUG 3 '25	50.00 –	100.00 –	50.00 –		
AUG 3 '25	25.00 –	25.00 –	25.00 –	AUG 3 '25	
AUG 4 '25	350.00 –			AUG 4 '25	
AUG 5 '25	55.00 –	75.00 –		AUG 5 '25	
AUG 6 '25	200.00 –			AUG 6 '25	
AUG 8 '25	35.00 –			AUG 8 '25	1,255.00
AUG 10 '25	50.00 –	50.00 –	50.00 –		
AUG 10 '25	40.00 –			AUG 10 '25	
AUG 11 '25	55.00 –	100.00 –	25.00 –		
AUG 11 '25	25.00 –	50.00 –	350.00 –	AUG 11 '25	
AUG 12 '25	75.00 –	200.00 –	150.00 –		
AUG 12 '25	150.00 –			AUG 12 '25	
				AUG 15 '25	1,100.00
AUG 17 '25	150.00 –	100.00 –		AUG 17 '25	
AUG 18 '25	350.00 –	50.00 –	20.00 –		
AUG 18 '25	25.00 –	25.00 –	25.00 –		
AUG 18 '25	25.00 –	75.00 –		AUG 18 '25	
AUG 19 '25	55.00 –			AUG 19 '25	
AUG 20 '25	200.00 –			AUG 20 '25	
AUG 22 '25	75.00 –			AUG 22 '25	1,025.00
AUG 24 '25	150.00 –	350.00 –	200.00 –		
AUG 24 '25	25.00 –	50.00 –		AUG 24 '25	
				AUG 24	1,248.61

PRICE WATERHOUSE & CO. APR 1926 No. 119 ACCOUNTANTS

BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

USE YOUR PASS BOOK ONLY AS A RECEIPT BOOK WHEN MAKING DEPOSITS

SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP **STORAGE FOR VALUABLES AT REASONABLE RATES**

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

Mamaroneck, N.Y.

NAME Chiffet W M (By Bec)

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DAYS THIS ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL	CHECKS ARE LISTED FROM LEFT TO RIGHT IN THE FOLLOWING DATE OF PAYMENT			DATE	DEPOSITS
AUG 25 '25	55.00 —	BALANCE FROM LAST STATEMENT $ 100.00			AUG 25 '25	1,248.61
AUG 26 '25	200.00 —				AUG 26 '25	
					AUG 28 '25	1,000.00
AUG 31 '25	50.00 —	55.00 —	150.00 —			
AUG 31 '25	100.00 —				AUG 31 '25	

BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS — AUG 31 — 1,538.61

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

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SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP — **STORAGE FOR VALUABLES AT REASONABLE RATES**

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

Mamaroneck, N.Y.

NAME [illegible]

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL	CHECKS ARE LISTED FROM LEFT TO RIGHT IN THE FOLLOWING DATE OF PAYMENT		DATE	DEPOSITS
		BALANCE FROM LAST STATEMENT			1538.61
				SEP 1 1925	
SEP 1 '25	25.00	20.00	50.00		
SEP 1 '25	150.00			SEP 1 '25	
SEP 2 '25	200.00			SEP 2 '25	
				SEP 4 '25	1,055.00
SEP 5 '25	35.00			SEP 5 '25	
SEP 6 '25	100.00	50.00	50.00		
SEP 6 '25	55.00	150.00		SEP 6 '25	
SEP 9 '25	200.00	20.00	25.00		
SEP 9 '25	25.00			SEP 9 '25	
SEP 11 '25	200.00			SEP 11 '25	
SEP 12 '25	35.00			SEP 12 '25	1,060.00
SEP 14 '25	50.00	55.00	150.00		
SEP 14 '25	100.00			SEP 14 '25	
SEP 15 '25	20.00	50.00	25.00		
SEP 15 '25	25.00	200.00		SEP 15 '25	
SEP 16 '25	200.00			SEP 16 '25	
				SEP 18 '25	1,025.00
SEP 21 '25	50.00	100.00	55.00	SEP 21 '25	
SEP 22 '25	50.00	20.00	25.00		
SEP 22 '25	200.00			SEP 22 '25	
SEP 23 '25	25.00			SEP 23 '25	
	200.00				
				SEP 25 '25	1,080.00
SEP 28 '25	150.00	55.00	55.00	SEP 28	2,008.61
SEP 28 '25	100.00	150.00	50.00	SEP 28 '25	

BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS

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USE YOUR PASS BOOK ONLY AS A RECEIPT BOOK WHEN MAKING DEPOSITS

SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP **STORAGE FOR VALUABLES AT REASONABLE RATES**

IN ACCOUNT WITH

THE FIRST NATIONAL BANK
Mamaroneck, N.Y.

NAME *Jeffrey & M Clayton*

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL	CHECKS ARE LISTED FROM LEFT TO RIGHT IN THE ORDER FOLLOWING DATE OF PAYMENT		DATE	DEPOSITS
		BALANCE FROM LAST STATEMENT		SEP 2 '53	2,008.61
SEP 2 '53	200.00	20.00	25.00		
SEP 2 '53	25.00	50.00		SEP 2 '53	
SEP 3 '53	200.00			SEP 3 '53	

BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS — SEP 30 — 1,488.61 OK

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

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SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP — **STORAGE FOR VALUABLES AT REASONABLE RATES**

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

Mamaroneck, N.Y.

FS

NAME Griffith & Co. Pyrotech

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DATE THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL	CHECKS ARE LISTED FROM LEFT TO RIGHT IN THE FOLLOWING DATE OF PAYMENT		DATE	DEPOSITS
		BALANCE FROM LAST STATEMENT		1 1925	
				OCT	975.00
OCT 3'25	100.00	50.00		OCT 3'25	
OCT 3'25	20.00	25.00	25.00		
OCT 6'25	50.00	200.00		OCT 6'25	
OCT 7'25	200.00			OCT 7'25	
OCT 9'25	150.00			OCT 9'25	
OCT 10'25				OCT 10'25	1,025.00
OCT 13'25	50.00			OCT 13'25	
OCT 14'25	200.00	100.00	25.00		
OCT 14'25	50.00	25.00	20.00	OCT 14'25	
OCT 15'25	55.00	200.00		OCT 15'25	
OCT 17'25	150.00			OCT 17'25	1,025.00
OCT 19'25	50.00	150.00	100.00	OCT 19'25	
OCT 20'25	250.00	25.00	25.00		
OCT 20'25	20.00	50.00		OCT 20'25	
OCT 21'25	55.00	200.00	100.00		
OCT 21'25	150.00	150.00	150.00		
OCT 21'25	150.00	150.00	150.00	OCT 21'25	
				OCT 24'25	1,525.00
OCT 26'25	50.00	150.00	150.00		
OCT 26'25	150.00	145.75		OCT 26'25	
OCT 27'25	100.00	20.00	50.00		
OCT 27'25	25.00	25.00	50.00		
OCT 27'25	350.00	55.00		OCT 27'25	
OCT 29'25	200.00	4.25		OCT 29'25	
OCT 31'25	100.00			OCT 31'25	1,025.00
		BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS		OCT 31	1,818.61

PRICE WATERHOUSE & Co. APR 1949 No. 119 ACCOUNTANTS

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

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SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP **STORAGE FOR VALUABLES AT REASONABLE RATES**

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

Mamaroneck, N.Y.

24
51

NAME D.K. Sigrist Corp Pay Roll

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL	CHECKS ARE LISTED FROM LEFT TO RIGHT IN THE ORDER OF THEIR DATE OF PAYMENT		DATE	DEPOSITS
		BALANCE FROM LAST STATEMENT		NOV 2 1925	818.52
	50.00-				
	350.00-	25.00-	20.00-		
	50.00-	25.00-			
	150.00-				
	200.00-				955.00
	150.00-				
	25.00-	25.00-	25.00-		
	20.00-	350.00-	50.00-		
	5.00-	50.00-			
				NOV 13 '25	955.00
	350.00-	55.00-	150.00-		
	200.00-				
	55.00-	75.00-	25.00-		
	20.00-	25.00-			
	200.00-				
	55.00-				
				NOV 20 '25	955.00
	55.00-	350.00-			
NOV 24 '25	25.00-	55.00-	150.00-		
	55.00-	200.00-			
	55.00-				
	350.00-			NOV 28 '25	3,505.00
				NOV 30 '25	
		BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS		NOV 30	3,993.61

PRICE, WATERHOUSE & CO. APR 1929 No. 119 ACCOUNTANTS

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SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP **STORAGE FOR VALUABLES AT REASONABLE RATES**

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

Mamaroneck, N.Y.

NAME Sylvester & Quinn

ADDRESS

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

DATE	CHECKS IN DETAIL			DATE	DEPOSITS
			BALANCE FROM LAST STATEMENT	DEC 1 1925	3,442
	850.00	850.00	850.00		
	20.00	25.00	25.00		
	75.00	55.00			
	200.00				
					M 955.00
	75.00	150.00	350.00		
	55.00				
	25.00	25.00	20.00		
	55.00				
	200.00	150.00			
					M 955.00
	55.00				
	150.00	350.00			
	25.00	20.00	25.00		
	75.00				
	200.00				
	55.00				
	150.00				
					M 955.00
	75.00	25.00	20.00		
	25.00	350.00			
	200.00				
	55.00	150.00			
					M 955.00
	25.00	20.00	75.00		
	25.00	350.00	200.00		

PRICE, WATERHOUSE & CO. ACCOUNTANTS
EXAMINED APR 1926
No. 119

BALANCE YOUR ACCOUNT TO CLOSE OF BUSINESS DEC 31 1,058.61

THIS STATEMENT IS FURNISHED YOU INSTEAD OF BALANCING YOUR PASS BOOK. IT SAVES YOU THE TROUBLE OF BRINGING YOUR PASS BOOK TO THE BANK AND WAITING FOR IT TO BE BALANCED. THESE STATEMENTS WILL BE FOUND VERY CONVENIENT TO CHECK UP AND FILE. ALL ITEMS ARE CREDITED SUBJECT TO FINAL PAYMENT.

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SAFE DEPOSIT BOXES $5.00 PER ANNUM AND UP — STORAGE FOR VALUABLES AT REASONABLE RATES

1925 General - Invoices

filmed after 1925 General.

1926 Jan.

Tuesday the 20th

My Dear Mr. Griffith.

Recalling our conversation last summer prior to your going abroad - apropos of the picture to follow "Isn't Life Wonderful" I am anxious to do the sets on the next one — and hope you feel the same way about it.

Whether I can show you or stop in some morning?

Respectfully yours —

Charles Rick

112 East 57th

Plaza 0038.

1950 Jan.

EDWARD L. MYLOD
28 HERMAN STREET
GLEN RIDGE NEW JERSEY

My Dear Mr. Griffith,

What has happened to your fantasy "Isn't Life Wonderful" Please don't take it off the screen. It was the best picture you ever made. I saw it three times in Montclair and once in New York. Mr. Weisenbrink said you had added a happy ending and that you were going to release it. That was about a month ago! Please don't take it off the screen! I am sure it will be popular.

Very Sincerely
Edward Mylod

(mid-Feb 1945 syn.)

Minnie Elizabeth Webster
97 West Forty-fourth Street
New York
Telephone Longacre 5[illegible]
Cable address Minnie

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Dear Mr Griffith
I am so sorry not to
have seen you to say
Good Bye & the best of
Luck and God bless
you. Will you please
let me know about
Black Velvet? The author

tells me they have sold the Dramatic Rights in Southern Territory and Henry Walthall will play the parts. The English Rights of the play are also sold.

They hope you will make the fight. The author is a Southerner from Texas

I am sending Barton Hepburn

Minnie Elizabeth Wagner
of West Forty-fourth Street
New York
Telephone Vanderbilt [illegible]
Cable address Minnie

test made by The Halftone Studio. He certainly can act and is eager to be with you.

Thank you for all your kindness to me and command me if there is something I may have the very grateful pleasure

doing for you.

I know Mr. Elmer Rarson

is keeping an

affidavit with you

when your present contract

has been fulfilled

Faithfully Yours

Minnie Elizabeth Webster

February 13, 1928.

1

ENADORE ROTHI
New York City,
New York.

Dr To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

---

1 Bell & Howell Camera #275 & tripod
1 3-inch Goerz Hyper Lens #319841
1 2-inch " " " #319890
1 Stop Motion Crank
1 Regular Crank
1 Hand Dissolve
1 Leather Camera & Magazine Case
1 Magazine Case for 4 Magazines
4 B. & H. Magazines
1 3-inch View Finder Lens Goerz Dogmar #1108307
1 Goerz Iris Runners for B. & H.

$800.

Paid

February 19, 1925.

WOODBRIDGE EQUIPMENT CO.,
178 Lafayette Street,
New York City.

Dr. To

D. H. Griffith, Inc.,
1476 Broadway,
New York City.

1 Band Saw Table
1 Shaper
1 Tilting Saw Table
1 Mortison Machine
1 Emery Wheel
1 Lathe
1 Cut-Off Saw
1 Planer
Miscellaneous vises in benches
Miscellaneous tools which go with Machinery
Sharpening Vises for bank saw
Motors with all the machinery

	$1000.00
Check Received February 19th	200.00 Paid 2/19
Balance to be paid on or before March 5th, 1925.	$ 800.00 Paid 5/ 4/25

500 - due

February 19, 1926.

JAMES McNAMARA
Hamaroneck,
New York.

DR TO

D. W. Griffith, Inc.
1476 Broadway,
New York City.

Odds & Ends of Paints and Wall Paper	$100.

Paid

4

February 19, 1920.

MR. ERRICKSON
Hunterspoint,
New York.

Dr. To

D. W. Griffith, Inc.,
1470 Broadway,
New York City.

White Truck	$150.00
Gas Pump & Tank	10.00
	$160.00

Paid

February 19, 1926.

MOTION PICTURES IMPROVEMENT, INC.,
108 West 30th Street,
New York City.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

---

1 Bell & Howell Camera #265
with tripod, counter, motor
and accessories, excluding
high speed attachment $1050.00

Paid

FRANK LAWRENCE
58 Spruce Street
Hamaroneck, N. Y.

Dr. To

D. H. Griffith, Inc.
1476 Broadway,
New York City.

Old Miscellaneous Lumber $62.

Paid

February 21, 1928.

GRACE BANKAF

Dr. To

D. W. Griffith, Inc.
1476 Broadway,
New York City.

Glass Ware $28.0

Paid

9

February 19, 1955.

WENGER BROTHERS
Mamaroneck,
New York.

Dr. Sue

D. W. Griffith, Inc.
1476 Broadway,
New York City.

---

1 Fire Extinguisher $4.00

Paid

January 24, 1955.

MR. GAVAVAN

Dr. To

D. W. Griffith, Inc.
1475 Broadway,
New York City.

8 Loads Hay	$30.00
160 014 Planks	40.00
Old Lumber	$70.00 20.— 90 —

Paid.

11

January 24, 1955.

Mr. JAMES McNAMARA
Hamaroneck,
New York.

Dr. To

D. M. Griffith, Inc.
1476 Broadway,
New York City.

Old Rope and Blocks	$75.00

Paid

January 31, 1925.

Mr. W. A. SCHRUNKEISEN

Dr. To

D. W. Griffith, Inc.
1476 Broadway,
New York City.

1 Mohn Truck		$250.00
	Paid	50.00 2/6/25
	Balance Due	$200.00 Paid 2/26/25

Paid

January 22, 1932.

Mr. Rico

Dr. To

D. W. Griffith, Inc.
1476 Broadway,
New York City.

4 Step Ladders	$24.00
1 Straight Ladder	20.00
	$44.00

Paid

January 28, 1955.

El. 2-8673

Dr. To

D. J. Gelfarb, Inc.
1476 Broadway,
New York City.

Old Lumber 2x4	$10.00
9 Wooden Clamps	6.75
	$16.75

Paid

February 28, 1928.

ATAMPORA BROTHERS,
Samarcand,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Stage Front Lawn	$50.00	
Long Shed Used For "America"	75.00	
Small Shed Used For "America"	20.00	
Store House Roof	30.00	
6 Wheel-barrows	15.00	
Salamanders	6.00	
2 Long Poles	12.00	
Swimming Tank	25.00	
Coal Bin	25.00	
Moulding Back Shed & Moulding	54.00	
		$312.00

Check -- $300.00
Cash -- 12.00
$312.00

Paid

February 15th, 1935.

16

GLANSHOFF LABORATORIES, INC.,
15 West 44th Street,
New York City.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Sale of Film Cans $54.00

February 28, 1966.

Cash Sale

3 Moving Picture Shacks, small, two sided buildings	$15.00

Paid

February 2 26, 1926.

MR. SAVANAH

Dr. To

D. W. Griffith, Inc.
1476 Broadway,
New York City.

1 Horse	$40.00
Odd Lumber	35.00
	$75.00

Paid

March 8, 1920.

D. A. HOUGHTON

Dr. To

E. W. Griffith, Inc.
1476 Broadway,
New York City.

Drawing Board $12.00

Paid Sep. 3/7

March 5, 1928.

W. BRIGGS

Dr. To

D. W. GRIFFITH, INC.
1475 Broadway,
New York City.

Lumber	$18.00
Lumber & Vise	9.50
Scrap Lumber	3.00
Scrap Lumber	5.00
	$ 29.50

Paid Apr. 3/7

February 26, 1925.

DU ART FILM LABORATORIES, INC.,
761 Jackson Avenue,
Bronx, New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

1 Duplex Printer #292	$650.00
1 Simplex Projector #6767	
4 Re-Winders	
2 Fibre Barrels	
2 Over-Head Lights	200.00
	$850.00

Paid Sep. 2/28/25

March 4, 1955.

AL MILLER,

Dr. To

D. W. GRIFFITH, INC.
1476 Broadway,
New York City.

---

1 Bundle Muslin $25.00

23

March 5th, 1928

LUX COHN,
Woodcraft Equipment Co.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Laboratory Machine Shop:	$400.00
Drilling Machine	
Milling Machine	
Lathe	
Motor	
3 Vises	

---

de

March 5th, 1956.

FRANK LAWRENCE

Dr. To

D. W. Griffith, Inc.
1470 Broadway,
New York City.

Tinsmith Tools	$40.00

Paid

March 5th, 1928.

THE COMM
Woodcraft Equipment Co.

Dr. To

D. C. SHTRAKMN, INC.
1476 Broadway,
New York City.

---

40 Small Fire Tanks	$160.00

Same in very bad
shape.

Paid

26

March 8th, 1925.

Ashkenazy Bros.

Dr. To

D. H. Griffith, Inc.
1470 Broadway,
New York City.

Chickens	$54.00

Held by Wm. O'Leary

Pd. 3/16/25

March 7th, 1916.

NORTH STREET TRANSPORTATION CO.,
White Plains,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

1 Reo Bus	$500.00

Pd

25

March 4th, 1955.

NATIONAL-SVANE M. P. FILM LAB., INC.
1476 Broadway,
New York City.

Dr. To

D. W. GRIFFITH, INC.
1476 Broadway,
New York City.

---

1 Bell & Howell Splicer $125.00

Pd

29

March 7th, 1946.

H. HELLER

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

---

2 Doors $6.00

Pd.

30

March 7th, 1928.

Mr. SAVAGAN

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Stone	$80.00
Lumber	3.00
	$83.00

Pd.

March 9th, 1948.

41

DU ART FILM LAB, INC.,
761 Jackson Avenue,
Bronx, New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

1	Polishing Machine #400	$150.00
7	Fibre Barrels	15.00
		$165.00

Pd.

March 18th, 1938. 32

S. DICKINS

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Junk Wire	$10.00

12.

33

March 9th, 1928.

MR. ADAMSONA
Mamaroneck,
New York.

Dr. To

R. W. Griffith, Esq.,
1476 Broadway,
New York City.

Rose Duchen & Derrieu $100.00

Paid on Account 20.00 Pd.

Balance Due - - $ 80.00

3/10/28

34

March 9th, 1928.

MR. GOODLIFF

Dr. To

D. W. Griffith, Inc.,
16 6 Broadway,
New York City.

---

100 Packing Blankets @ 75¢ each $75.00

12.

35.

March 9th, 1[illegible]

MR. A. MILLER

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Lumber $15.00

Pd.

36

March 14th, 1928.

MR. SEYMOUR HELLER,
White Plains, N. Y.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

1	Desk 3 x 6	$16.00
1	Desk 3 x 3	12.00
1	File Cabinet	5.00
		$33.00

Paid

March 14th, 1928.

MR. STIPTON

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

1 Show Wall & Curtain	$85.00

Pd

March 14th, 1948.

36

MR. SEYER

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

100 Film Cans	$ 5.00

Pd.

March 14th, 1955.

Mr. HARLVEN

Dr. To

D. W. GRIFFITH, INC.,
1476 Broadway,
New York City.

Water Coolers (2) $15.00

Pds

March 14th, 1955.

MR. SAVAGE

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Stone	$11.25
Fertilizer	25.00
	$36.25

Pd.

March 16th, 1955.

CASH SALE

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

1	Small Desk	$10.00
1	Fire Extinguisher	5.00
1	Cigar Case	7.00
45	Old Chairs	39.00
	Old Posts	4.00
	Shrubs	1.75
		$66.75

Received Payment

D. W. GRIFFITH, INC.

Pd

March 18th, 1955.

CASH SALE

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

8 Electric Stoves	$5.50
1 Small Clock	.50
1 Waste Basket	.50
Towel Sticks	.50
50 Film Tins	2.50
	$7.50

Received Payment

D. W. GRIFFITH, INC.

March 19th, 1925.

MR. ACAMPORA,
Hamaguneck,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Bushes	$15.00
Lumber	20.00
	$35.00

Received Payment

D. W. GRIFFITH, INC.

March 18th, 1945.

DR. SHAPARO,
Post Road,
Hamaroneck, N. Y.

Dr. To

D. W. Griffith, Inc.,
1470 Broadway,
New York City.

---

20 Army Pads $15.00

Received Payment

D. W. GRIFFITH, INC.

Pat

45

March 16th, 1926.

A. O'NEIL,
Mamaroneck Avenue,
Mamaroneck, N. Y.

Dr. To

D. W. Griffith, Inc.,
1470 Broadway,
New York City.

Restaurant Equipment $400.00

Received Payment

D. W. GRIFFITH, INC.

Bal

March 18th, 1925.

A. F. BERNARDS
2266 Valentine Avenue,
Bronx, New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Arm-Chair $ 8.00

Received Payment

D. W. GRIFFITH, INC.

---Rad---

March 18th, 1926.

PRODUCERS' DISTRIBUTING CORP.,
469 Fifth Avenue,
New York City.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

---

10 S-Tube Cooper Hewitt overhead studio lamps complete with good tubes and gearing for raising and lowering same $2,500.00

Your requisition No. A-7464

Paid by 6% 4 mo. note - Discounted 3/19 - net 2499.65

48

March 19th, 1926.

W. R. HALSEY,
Hamptonbeck,
New York.

Dr. To

D. W. Griffith, Inc.,
1470 Broadway,
New York City.

---

1 Desk	$18.00

Received Payment

D. W. GRIFFITH, INC.

W.H.

#9

March 28th, 1928.

CONTINENTAL SCREEN SERVICE CORP.,

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

	Drinking Cups	$ 1.50
	Clips	2.00
	Holders	1.00
1	Cutter	2.00
1	Presser	5.00
1	Printing Box	8.00
1	Ringer	6.00
	Funnels	1.50
4	Buckets	4.00
10	Reels	2.00
50	Bulbs	7.50
1	Black Cloth	5.00
1	Tin Can	3.00
10	Re-Winders	30.00
1	Punching Machine	6.00
1	Table With Motor	12.00
2	Overhead Lamps	6.00
2	Hand Lamps	6.00
3	Chairs	13.00
	Felts	2.50
1	Small Scale	1.00
	Charge for Trucking	10.00
		$135.00

Pd.

H.D.

50

March 25, 1925.

INDEPENDENT MOVER SUPPLY CO.,

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Deposit on Projection Machines $500.00

28 - Projection machine with accessories
1 - Reversible projection machine with accessories
miscellaneous extra parts.
4 - Booths.

Total Zero.

Received Payment

D. W. GRIFFITH, INC.

By

New York, N. Y.
March 30, 1916.

Independent Movie Supply Co.
729 Seventh Avenue,
New York, N. Y.

Dr. to

D. W. Griffith, Inc.

28 Projection machines with accessories
1 Reversible projection machine with accessories

Misc. extra parts
4 Booths $3,000

Received Payment

D. W. Griffith, Inc.

by_____

MUSEUM OF MODERN ART FILM LIBRARY
D. W. GRIFFITH COLLECTION

51

March 23, 1925.

MAX BROTHER,
Hoboken,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

36	Old Chairs	$21.60
56	Small Mirrors	20.00
4	Tables	1.60
1	Wardrobe	2.00
1	Broken Dressing Table	3.00
3	Broken Desks	10.00
1	Small Cabinet	3.00
1	Small Mirror	.50
4	Small Mirrors	4.00
1	Oil Stove	2.00
	Curtain	.50
		$69.00

Received Payment

D. W. GRIFFITH, INC.

BY

52

March 23, 1925.

A. GLANZMAN,
New Rochelle,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Miscellaneous Laboratory Tools $15.00

Received Payment

D. W. GRIFFITH, INC.

By

March 23, 1925.

MR. ARAIGORA
Hoboken,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

1 Box Wood	$7.50
1 Rose Bush	.50
	$8.00

Received Payment

D. W. GRIFFITH, INC.

By

Pd

March 23, 1925

MR. CAVANAH

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

1 Stove	$14.75

Received Payment

D. W. GRIFFITH, INC.

By

Pd

55

March 23, 1926.

W. F. Marlyn
Mamaroneck,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

---

8 Decks $36.00

Received Payment

D. W. GRIFFITH, INC.,

By

Pd

56

March 19, 1925.

FISH SCHURMAN CORPORATION
45 West 45th Street,
New York City.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

---

5 Bell & Howell, Standard Perforators, Model D with 1 complete exhaust equipment, 8 extra dies, 4 extra pilots and 8 extra punches	$2000.00
50 % of cost of packing material, labor and cartage to Hoboken Pier from Mamaroneck, New York	100.00
	$2100.00

Received Payment

D. W. GRIFFITH, INC.

By

Pd. by note

57

March 26, 1925.

P. PARKER,
Port Chester,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Junk Iron $18.00

Received Payment

D. W. GRIFFITH, INC.

By Raymond A. Klumb

58

March 26, 1925.

PARKER & GLEASON,
Port Chester,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

120	Blankets	$71.50
1	Desk	18.00
		$89.50

Received Payment,

D. W. GRIFFITH, INC.

By Raymond A. Klumb

March 28th, 1925. 59

D. W. GRIFFITH, INCORPORATED.
1476 Broadway, N. Y. C.

E. SHOWE, Tailor Mamaroneck, N. Y.	Clothes from Men's Wardrobe Clothes from Ladies Wardrobe	$ 5.00 50.00
		$55.00
TAYLOR, Harrison, N. Y.	Desk and Oil Pumps	$17.00
BILLY, Mamaroneck, N. Y.	8 Pads	$ 4.50
SAVANDUH, Mamaroneck, N. Y.	Garden Tools Pole Least Molas Stone Hay Wheels	$20.00 4.00 2.50 12.75 10.00 2.00
		$51.25

Received Payment

101 75

D. W. GRIFFITH, INC.

By---------- Pd

March 31st, 1925. 60.

D. W. GRIFFITH, INCORPORATED.
1476 Broadway, N.Y.C.

MR. STEVENS, Mamaroneck, N. Y.	Round Table Arm-Chair Dressing Table Small Desk High Chair	$10.00 10.00 5.00 10.00 3.00
		$38.00
DISKINT, Port Chester, N. Y.	Junk	$ 2.50
PEN, Mamaroneck, N. Y.	Electric Bulbs	$ 1.50

Received Payment

42 00

D. W. GRIFFITH, INC.

By---------- Pd

61

April 2nd, 1925.

Mr. DEMUTH,
Lost Shades,
New York.

Dr. To

D. W. GRIFFITH, Inc.,
1476 Broadway,
New York City.

Junk	$50.00

Received Payment

D. W. GRIFFITH, INC.

By----------

62

April 2nd, 1925.

EDDIE MILLER,

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

4 Spot Lights	$30.00
3 Chairs	7.00
	$37.00

Received Payment

D. W. GRIFFITH, INC.

By----------

63

April 1st, 1925.

GEORGE A. LOWING,
Larchmont,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

1 Small Chair	$5.00
1 Oil Stove	2.00
1 Small Table	5.00
1 Small Desk & Chair	12.00
1 Candle Stick	1.00
1 Stand	1.00
	$26.00

Received Payment

D. W. GRIFFITH, INC.

By----------

64

April 2nd, 1925.

FRED STEFFERS,
Mount Vernon,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Stove	
Floss Chair & Furniture Covering	$15.00
2 Pads	1.50
	$16.50

Received Payment,

D. W. GRIFFITH, INC.

By----------

65

April 3rd, 1925.

GRAYS HARBOR,

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

---

7 Articles from Prop. Room $9.00

Received Payment

D. W. GRIFFITH, INC.

By----------

66

April 4th, 1925.

MARTIN-NEW YORK TENT AND DUCK CO.,
304 Canal Street,
New York City.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

---

4 Large Tents (complete) $450.00

Shipped via your truck
from Mamaroneck.

Rec'd Pay't
4/4/25

ESTABLISHED 1867

TELEPHONE CANAL 0758 0759 0760

MARTIN-NEW YORK TENT AND DUCK CO.

THOMAS MARTIN, PROPRIETOR
MANUFACTURERS OF
COTTON DUCK PRODUCTS
TENTS, TARPAULINS & CANVAS BAGS
FOR EXPORT AND DOMESTIC USE
304-306 CANAL STREET
NEAR BROADWAY
NEW YORK

March 31st, 1925.

D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City.

Attention: Mr. Raymond A. Kiume.

Dear Sir:

We have your communication of March 20th, 1925.

We have looked up our sales records and find that we supplied you with four 30 x 60-0 tents on August 29th, 1923.

You state that two of the large tents are in first-class condition and the one is slightly damaged.

We will be glad to repurchase three of these tents from you for a lump sum of $300.00.

We earnestly hope that our proposition will meet with your favor.

Very truly yours,

MARTIN NEW YORK TENT AND DUCK CO.

BY L. Martin.

These tents originally cost us $350. each.

SM*L

We assume no responsibility due to any labor causes such as strikes, or any acts of God beyond our control.

ESTABLISHED 1867

TELEPHONE CANAL [illegible]

MARTIN-NEW YORK TENT AND DUCK CO.
THOMAS MARTIN, PROPRIETOR
MANUFACTURERS OF
COTTON DUCK PRODUCTS
TENTS, TARPAULINS & CANVAS BAGS
FOR EXPORT AND DOMESTIC USE
304-306 CANAL STREET
(NEAR BROADWAY)
NEW YORK

March 24th, 1925.

D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City.

Attention: Mr. Raymond A. Kiume.

Dear Sir:

We have your communication of March 23rd, 1925.

So far as the writer was able to ascertain, he thought that when he offered you the price of $300.00 that same would be satisfactory to you.

However, as long as you insist that two of the tents are practically new and the third one is slightly damaged, we will meet your counter offer by stating that we will pay $350.00 for the three tents.

Will you kindly ship the tents, poles and stakes to us as soon as possible.

Very truly yours,

MARTIN NEW YORK TENT AND DUCK CO.

BY S. Martin.

SM*L

$75 -

350 - 3 tents
100 - 1 tent
$450 -

accepted at this price,

100 -
50

We assume no responsibility due to any labor causes such as strikes, or any acts of God beyond our control.

ESTABLISHED 1867 TELEPHONE CANAL 0758 0759 0760

MARTIN-NEW YORK TENT AND DUCK CO.

THOMAS MARTIN, PROPRIETOR

MANUFACTURERS OF

COTTON DUCK PRODUCTS

TENTS, TARPAULINS & CANVAS BAGS

FOR EXPORT AND DOMESTIC USE

304-306 CANAL STREET

HEAD BROADWAY

NEW YORK

April 3rd, 1925.

D.W. Griffith Studios,
Orienta Point,
Mamaroneck, N.Y.

Attention: Property Supt.

Dear Sir:

Kindly deliver to bearer, the four (4) 30 x 60-C tents which we have purchased from you.

Your Mr. Klume at the New York Office has given us authority to take the delivery of the four tents from you, complete with the poles, stakes and guy ropes, this day.

4 Bags
9 Long Poles
78 Wall Poles
38 Stakes 7 Wing

Very truly yours,

MARTIN NEW YORK TENT & DUCK CO.

BY S. Martin

SM'LT

We assume no responsibility due to any labor causes such as strikes, or any acts of God beyond our control.

April 6th, 1925.

67

G. DESMONT,
Larchmont,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

Junk $5.00

Received Payment

D. W. GRIFFITH, INC.

By----------

68

April 6th, 1925.

JAMES BARRY,
Mamaroneck,
New York.

Dr. To

D. W. GRIFFITH, INC.,
1476 Broadway,
New York.

Ladder

3 Benches

Old Wood

Door $20.00

Received Payment

D. W. GRIFFITH, INC.

By ----------

April 6th, 1925.

Mr. Hill,
Lockhaven,
New York.

Dr. To

D. W. Griffith, Inc.,
1470 Broadway, New York.

Tests	$4.00
Cash	50.00
	$54.00

Received Payment

D. W. GRIFFITH, INC.

By----------

April 8th, 1925.

70

A. F. FOSTER
Larchmont,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

---

1 Desk $10.00

Received Payment

D. W. GRIFFITH, INC.

By----------

Pd

April 8th, 1925.

71

J. MULL,
Mamaroneck,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

---

1 Window Sash $10.00

Received Payment

D. W. GRIFFITH, INC.

By----------

Pd

April 8th, 1925. #72

SLOAN MANUFACTURING CO.,
Hackensack,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

---

1 Small Filing Cabinet $5.00

Received Payment

D. W. GRIFFITH, INC.

By----------

#73

April 8th, 1925.

INDEPENDENT MOVIE SUPPLY CO.,
729 Seventh Avenue,
New York City.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Carbons

Rewinders

Splicing Machines $90.00

Received Payment

D. W. GRIFFITH, INC.

By----------

74

March 30th, 1925.

MR. J. C. SPRING,
D. W. Griffith, Inc.,
1476 Broadway,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Misc. Articles from Men's and Women's Wardrobe $50.00

charge to g.b.s. a/c

75

April 10th, 1925.

MRS. EPSTEIN,
Mamaroneck,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

---

4 Old Dresses from Ladies' Wardrobe $4.00

Received Payment

Pd.

D. W. GRIFFITH, INC.

By----------

April 10th, 1925.

MRS. MILLER,
Mamaroneck,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Junk Wood $5.00

Received Payment

D. W. GRIFFITH, INC.

By----------

April 10th, 1925.

MRS. HANNA,
Mamaroneck,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Canvas $5.00

Received Payment

D. W. GRIFFITH, INC.

By----------

78

April 11th, 1925.

AL MILLER,
Hammondsport,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Old Lumber	$10.00

Received Payment

D. W. GRIFFITH, INC.

By----------

79

April 11th, 1925.

EMILE SNYDER, INC.,
71-79 Clifford Street,
Newark,
New Jersey.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

9 Hypo & Washing Tanks (with racks) 1 Hypo Saving Tank	$150.00

Received Payment

D. W. GRIFFITH, INC.

By----------

April 16th, 1925. #80

D. W. GRIFFITH, INC.
1476 Broadway,
New York.

MRS. HAYAHI Mamaroneck, N. Y.	5 Pillows		$ 1.50
HUGH GRESLY, Rye, N. Y.	Lawn Mower		9.00
A. GEDNEY, Mamaroneck, N. Y.	Thomas Auto Engine	$ 20.00	
	2 Chairs	6.00	26.00
FRED STEFFES, Mount Vernon, N. Y.	Misc. Tucks & findings	$ 15.00	
	2 Broken Bolts (satteen)	6.50	
	3 Broken Bolts (Burlap)	2.50	
	14 Broken Bolts (fringe)	14.00	
	Misc. Pieces Cretonne	7.50	
	4 Pieces panaced imitation leather	15.00	
	Muslin Table & Horses	10.00	
	Thread Bin	1.00	
	Box of Springs	5.00	
	Iron	2.50	76.00
AM. LEGION, New Rochelle, N. Y.	16 Cane Chairs	16.00	
	4 Small Tables	5.00	
	1 Baby Spot Light	30.00	
	5 Flint Lock Pistols	8.00	59.00

Received Payment
D. W. GRIFFITH, INC.
By_____

171 50

April 18th, 1925. 81

MISS CAMPBELL,
Mamaroneck,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

1 Desk $10.00

2 Chairs

Received Payment

D. W. GRIFFITH, INC.

By----------

82

April 18th, 1925.

JAMES BARRY,
Mamaroneck,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

8 Chairs	$ 1.00
1 Lamp	.50
3 Benches	6.00
	$ 7.50

Received Payment

D. W. GRIFFITH, INC.

By----------

83

April 18th, 1925.

HUGH SHEA,
Harrison,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

43 Pads	$32.25

Received Payment

D. W. GRIFFITH, INC.

By----------

84

April 17th, 1925.

E. K. ORTIZ, INC.,
101 Mamaroneck Avenue,
Mamaroneck,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

Grass 5.00

Trees

Received Payment

D. W. GRIFFITH, INC.

By----------

MEMBER OF MAMARONECK CHAMBER OF COMMERCE

TELEPHONE 191 MAMARONECK

E. K. ORTIZ, INC.

HARDWARE, HOUSE WARES, PLUMBING, HEATING

SHEET METAL WORK

101 MAMARONECK AVENUE

MAMARONECK, N. Y., April 17, 1925.

Messrs. D. W. Griffith Inc.
Orienta Point,
Mamaroneck, N. Y.

Gentlemen:

We are enclosing our check for $5.00 to cover grass, trees, etc., which our Mr. Burns purchased from you.

Yours very truly,

E. K. ORTIZ INC.

E. K. Ortiz Jr.

85

April 20th, 1925.

KEIM & HOLTS,
Mamaroneck,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

2 Desks	$25.00
1 Hat Tree	1.00
2 Cabinets	6.50
3 Desk Chairs	6.00
1 Piano	25.00
	$63.50

Received Payment

D. W. GRIFFITH, INC.

By----------

86

April 17th, 1925.

JAMES CUNNINGHAM,
1476 Broadway,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

1 Oak Desk	$50.00
1 Oak Chair	

Received Payment

D. W. GRIFFITH, INC.

By----------

87

April 21st, 1925.

F. W. CAMPBELL,
D. W. Griffith, Inc.,
New York City.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

---

1 Chair $5.00

Received Payment

D. W. GRIFFITH, INC.

By---J. [illegible]---

88

April 21st, 1925.

LAWRENCE FOWLER,
85 Church Street,
New Rochelle,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

Row Boat $8.00

Received Payment

D. W. GRIFFITH, INC.

By----------

April 21st, 1925. 89

DR. SLOANE,
Mamaroneck,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

---

6 Electric Fans $90.00

Received Payment

D. W. GRIFFITH, INC.

By----------

21

APRIL 22nd, 1925. 90

FRED STEFFES,
Mount Vernon,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

---

1 Sewing Machine $15.00

Received Payment

D. W. GRIFFITH, INC.

By ----------

April 25th, 1925.

MARTIN-NEW YORK TENT & DUCK COMPANY,
304 Canal Street,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

123.50

5 Army Cots @ $6.50 per Doz.

Received Payment

D. W. GRIFFITH, INC.

By----------

THOMAS MARTIN
COTTON GOODS
TENTS, TARPAULINS & CANVAS BAGS
304-306 Canal Street 57-59 Lispenard St.
Near Broadway
NEW YORK

New York, April 27, 1925

D. W. Griffith, Inc.,

1107 Longacre Bldg.

New York City,

The enclosed check is in full payment of items noted below. NO RECEIPT is desired.
If settlement is not correct please return check immediately with a memorandum of your objections.

DATE	AMOUNT	DISCOUNT	TOTAL
4/25	128.92		
	5.42		123.50

Shortage of ten cots from amount billed

April 25th, 1925. 92

KULLER & JANETZ
144 Centre Street,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

---

6 Exhaust Fans $150.00

Received Payment,

D. W. GRIFFITH, INC.

By----------

April 25th, 1925. 93

MISS M.E.CAMPBELL,
Mamaroneck,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

---

1 Rug $12.00

Received Payment

D. W. GRIFFITH, INC.

By----------

94

April 28th, 1925.

CASH SALE

Mr.

D. W. Griffith, Inc.,
1476 Broadway,
New York.

Junk Film	$10.00
Dean Poles	2.50
	$ 12.50

Received Payment

D. W. GRIFFITH, INC.

By----------

95

April 24th, 1925.

CHARLES KIRK,
New York City,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

1 Cabinet	
4 Chairs	
3 Stools	$85.00
1 Umbrella	
1 Table	

Received Payment

D. W. GRIFFITH, INC.

By----------

Memo

April 28th, 1925.

M. D. NICOLL,
Harrison,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

---

1 Racing Shell $20.00

Received Payment

D. W. GRIFFITH, INC.

By Turned over to Miss Conway

This was Mr. G's personal property.

April 29th, 1925. 96

SAM SHOWERY,

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

Bath Tub $7.00

Received Payment

D. W. GRIFFITH, INC.

By----------

97

April 29th, 1925.

W. SCHMIDT,
New Rochelle,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

Deposit on Title Stand, 8 Lamps and 1 Motor	$75.00

Pd

$75 to open

Received Payment

D. W. GRIFFITH, Inc.

By----------

98

May 2nd, 1925.

JACK BREHANY,
California.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

2 Projection Machines	$450.00

These machines were in storage out in California so this item will not be on Mr. Hannon's list.

Received Payment

D. W. GRIFFITH, INC.

Pd

By----------

99

May 13th,1925.

MR. [illegible]
New York City.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

1 Royal Typewriter	$15.00

Received Payment

D. W. GRIFFITH, INC.

By----------

100

May 13th, 1925.

CAVANNAUGH,
Mamaroneck,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

Stone	$4.00
Manure	7.00
	$11.00

Received Payment

D. W. GRIFFITH, INC.

By----------

101

15,500 28/100

The undersigned, D.W.GRIFFITH,INCORPORATED, a Maryland Corporation, for and in consideration of the sum of One ($1.00) Dollar, and other good and valuable considerations, does hereby sell, transfer, and assign, and set over to the TEC ART STUDIOS CORPORATION, a New York Corporation, one motor truck known as "the Mason truck", model A, Motor #18791, Serial No. 1959.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized officer this day of May, 1926.

D.W.GRIFFITH INCORPORATED.

By_____

Treasurer.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

The undersigned, D.W.GRIFFITH, INCORPORATED, a Maryland Corporation, for and in consideration of the sum of One ($1.00) Dollar, and other good and valuable considerations, does hereby sell, transfer and assign and set over to the TECART STUDIOS CORPORATION, a New York Corporation, one motor truck known as an "Indiana" truck three and one-half tons manufactured in the year 1919 Motor #422 and Serial #6293.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorised officer this day of May, 1925.

D.W.GRIFFITH, INCORPORATED.

By_____

Treasurer.

KNOW ALL MEN BY THESE PRESENTS: That D.W.GRIFFITH, INCORPORATED, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, having an office at #1476 Broadway, City and State of New York, party of the first part, in consideration of the sum of Fifteen thousand five hundred ($15,500.) Dollars, to it to be paid by TEC-ART STUDIOS of the City and State of New York in installments as follows:

Five thousand upon delivery of these presents;

Five thousand ($5,000.) Dollars payable May 1st 1925 and secured by its note payable on that date;

Fifty-five hundred ($5500.00) Dollars payable May 7th 1925 secured by its note payable on that date, has bargained, sold, granted and conveyed, transferred and delivered, and by these presents does bargain, sell, grant, and convey and transfer and deliver unto the said party of the second part, its successors and assigns, the following goods and chattels now situated and located on real property of the party of the first part known as the "Studio Property" and located at Orienta Point, Mamaroneck, New York:

All the personalty now situated at the Griffith Studio and including motion picture props, lighting equipment, office and other furniture, wardrobe, wagons, lights, remote control system and wiring, all cables, large exhaust fans, switch boards, and all other equipment, and personal property of any and every nature now on said premises, with the exception of farming implements, contents of the laboratory, contents of the generator and transformer rooms, and all articles pertaining to the generator and transformers and which are now in the storage room adjoining transformer room, with the exception also of two automobiles and all personal effects belonging to and owned by D.W.Griffith

individually, contained in the house formerly occupied by Mr. D.W.Griffith at said Studio.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns, FOREVER. And the said D.W.Griffith, Incorporated does for itself, its successors and assigns, covenant and agree to and with the said party of the second part to warrant and defend the said described goods hereby sold, unto the said party of the second part, its successors and assigns, against all and every person and persons whomsoever.

IN WITNESS WHEREOF, the Griffith Corporation has caused these presents to be signed by its duly authorized officer and its corporate seal to be hereunto affixed this 25th day of April, 1925.

D.W.GRIFFITH, INCORPORATED.

By _____

Pres.

102

May 16th, 1925.

WELL
Hammonton,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

Glass	$10.00
Flow	5.00
	$15.00

RECEIVED PAYMENT

D. W. GRIFFITH, INC.

Pd.

By----------

103

May 16th, 1925.

ADOLPH GLANZMAN

Dr. To

D. W. Griffith, Inc.,
1476 Broadway
New York.

1 Graflex Camera & 1 Lens	$25.00

Received Payment

D. W. GRIFFITH, INC.

Pd

By----------

May 18th, 1925. 104

THE EMPIRE FILM LABORATORY,
253 Seventh Avenue,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

8	B & H Printers @ $325	2600.00
2	Polishing Machines @ $125	250.00
1	Desk & Chair	50.00
8	Overhead Lights @ $1.25	10.00
4	Rewinders @ $2.00	8.00
2	Contact Prints @ $1.00	2.00
		$2932.50
	Less Commission Paid	75.-
	Received Payment — to Danzky.	$857.50

D. W. GRIFFITH, INC.

By ----------

Pd

May 18th, 1925.

Received from D. W. Griffith, Inc., as commission for selling Laboratory Equipment to the Empire Film Laboratory in the amount of $932.50 — $75.00

Harry Danzky.

105

May 18th, 1925.

WESTCHESTER STUDIO,
Mamaroneck,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

4	Lens	$40.00
1	Developing Gun	4.00
		$44.00

Received Payment

D. W. GRIFFITH, INC.

By----------

Pd.

May 22nd, 1925. 106

48th ST. STUDIO CORPORATION,

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

2	Automatic Printing Machines	$1000.00

Received Payment

D. W. GRIFFITH, INC.

By----------

Pd.

107

May 22nd, 1925.

PATHE EXCHANGE, INC.,
25 West 45th Street,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

---

1 Straight B. & H. Printer $400.00

Received Payment

D. W. GRIFFITH, INC.

By----------

Pd

108

May 22nd, 1925.

AL MILLER,
Mamaroneck,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

---

5 Ceiling Fans (Laboratory) $75.00

Received Payment

D. W. GRIFFITH, INC.

By----------

Pd.

May 27th, 1925. 97

W. HART,
New Rochelle,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

Balance due on Title Table $75.00

Received Payment

D. W. GRIFFITH, INC.

By----------

Pd.

May 26th, 1925. 109

NIGHTINGALE STUDIOS,
Mamaroneck,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

1	Enlarging Camera	$10.00
2	Lamps	
	Paper	13.00
	Camera Plates	
		$23.00

Received Payment

D. W. GRIFFITH, INC.

By----------

Pd.

110

May 27th, 1925.

WILLIAM H. HEYWOOD,

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

1 Straight B & H Printing Machine	$375.00
Less Selling Commission	25.00
	$350.00

Received Payment

D. W. GRIFFITH, INC.

By----------

May 28th, 1925.

Received from D. W. Griffith, Inc. $25.00

Commission for selling 1 Straight

Printing Machine.

Harry Danahy

111

New York City,
June 2nd, 1925.

FELIGLAS, INC.,
405 West 40th Street,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

10	Tinting Tanks	@ $5.00	$ 50.00
9	Wash Tanks	@ $5.00	45.00
16	Film Drums	@ $20.00	320.00
			$415.00

Received Payment

D. W. GRIFFITH, INC.

By----------

112

June 12th, 1925.

AL MILLER,
Mamaroneck,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

Old Harness & Garden Tools	$20.00

Received Payment

D. W. GRIFFITH, INC.

By----------

113

June 6th, 1922.

JOHN SLAN-HAN,
New Rochelle,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

File Paper 35.00

Received Payment

D. W. GRIFFITH, INC.

By

PATHE EXCHANGE, INC.,
25 West 45th Street,
New York.

Dr. To

D. F. Griffith, Inc.,
1474 Broadway,
New York.

2	4' x 4' Tables	@ $ 3.50 each	$ 7.00
2	Drums (Complete)	@ 25.00 each	50.00
1	Sellack Developing Tank		5.00
2	Fibre Film Carrels	@ $ 3.00 each	6.00
1	Castle Film Box		2.50
4	Inverted Dark Room Lamps	@ $ 2.50 each	10.00
4	Wall Light Boxes	@ $ 3.00 each	12.00
4	Vapor Proof Lamps	@ $ 1.00 each	4.00
1	Rack Writing Stand		2.50
			$101.00

Received Payment

115

June 18th, 1925.

[illegible] CORPORATION,
[illegible] 45th Street,
New York.

Dr. To

D. W. GRIFFITH, INC.,
1476 Broadway,
New York.

---

1 Perforator Bye Grinder (Complete) $20.00

Received Payment

D. W. GRIFFITH, INC.

By----------

116

July 6th, 1925

AL MILLER,
Mamaroneck,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

Garden Cart $10.00

Received Payment

D. W. GRIFFITH, INC.

By----------

July 15th, 1925. 117

F. G. WEAVER,
726 Sixth Avenue,
New York.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

---

1 Burroughs Adding Machine - #3-266722 $60.00

$3.00 commission paid on this to
J. Cunningham

Received Payment

D. W. GRIFFITH, INC.

By----------

Not on Harmonic List.

July 22nd, 1925. #118

FRANK DIEM,

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

---

1 Cooper-Hewitt Bank Light	$25.00
1 Rewinder	1.50
2 Wash Pans	2.00
Miscellaneous	5.00
	$33.50

August 4th, 1955.

#119

FILM-LAB, INC.,
307 West 40th Street,
New York City.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York.

(Detail Attached)	$355.00

August 4th,1925.

Ernest Stern,
[illegible] East 42nd St.,
New York City.

Dr. to

[illegible] Inc.,
1476 Broadway,
N.Y.C.

7 6 x 4 Metal tables
4 4 x 4 " "
4 Steel cabinets
1 Hype Motor pump
5 Fibre Barrels
2 Humidifiers
1 Washing machine
1 scale
1 5 H.P. Wagner motor and starter
1 Hot air blower
1 Filtering system
6 Inverted Dark room ceiling lamps
1 wall box light
4 Large Light boxes
21 Vapor proof lamp guards
1 old De Bra Printing machine

Together with any and all miscellaneous laboratory equipment which is clearly not a part of reality and by the removal thereof will not impair the value of the reality.

1 5½ K.W. Motor Generator set together with switchboard and equipment in connection therewith.
1150 metal film cans

- - - - - - - - - - - - $355.00

120.

New York City,
September 1, 1925.

J. CHAMBERS,
Mamaroneck
N.Y.

Dr. To

D. W. GRIFFITH, INC.
1476 Broadway,
New York.

18 Storage Batteries	$100.00
Less Selling Commission	10.00
	$ 90.00

Pd

September 1, 1925. 121

RICHARD BARRY
Mamaroneck
N.Y.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Misc. old Benches	$3.00

Pd

September 1, 1925.

122

DEAMONT FILM LAB.
Fort Lee,
N.J.

Dr. To

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Complete Generator Equipment $5000.00

3200
917
2350
2350
2150

Cash $500.
Note 1500 - due 9/12
Note 1200 - " 9/28

Pd

1476 Broadway,
New York, N. Y.
August 31, 1925.

Diamant Film Company of America,
John Street,
West Fort Lee, N. J.

Gentlemen:

In consideration of Three Thousand ($3,000) Dollars in cash, we hereby sell you the entire contents of our electric generating plant containg the following:

2-150 K.W. G. E. 125 v D. C. 2w Generator coupled to 200 H.P. Type 1Q induction motor 60 cycs. 440v-400 R. P. M.

1-175 K.W.G.E. 125v D. C. 2w Generator direct connected to 260 H. P. synchronous motor 60 cycs. 440v-1200 R. P. M.

Transformers

2-250 KVA G E Type H, Form L, 60 Cys. 1 PH. 2300-230/460v
2-150 KVA G.E. Type H, Form Ks, 60 Cys. 1 PH 2300-230/460v
4-100 KVA G. E. Type H, Form K, 60 Cys. 1 Ph. 2200-110/220v

The above includes 10-76" Blue Vermont marble fully equipped with all switches, cutouts, meters, etc.

Also whatever little matters may be in the generating house pertaining to, but not mentioned in the above, which do not impair the electric supply of the plant or property.

D. W. Griffith, Inc.

Treasurer.

JCE/CC

It is understood that the above electrical equipment must be removed before Sept. 12, 1925.

1476 Broadway,
New York, N. Y.,
Aug. 31, 1926.

Diamant Film Company of America,
West Fort Lee, N. J.

Gentlemen:

Relative to sale of electrical equipment made you as specified in our bill of sale, we hereby give you an equivocal guarantee that said equipment is the property of D. W. Griffith, Inc. and is free from any liens, mortgages and indebtedness of whatsoever matter and kind.

We further hereby specify that we will be responsible for any damage done to the building caused by the removal of said electrical equipment.

D. W. Griffith, Inc.

Treasurer.

JCE/CC

GANSCHOF & PENDLETON
COUNSELLORS AT LAW
QUEEN TABERNACLE BUILDING
140 WEST 42d STREET
NEW YORK

ALBERT H. D. GANSCHOF
JOHN H. PENDLETON

TELEPHONE
BRYANT 1000 [redacted]
CABLE ADDRESS
"GANSCHOF"

May 7th 1925

Mr. J.G.Epping,
Treas.,D.W.Griffith,Inc.,
1476 Broadway,
New York City.

Dear Mr. Epping:

I am enclosing letter received this day from the Diamant Film Co. which speaks for itself. If you have not already sold this equipment I would suggest that you call them up and quote $5,000.,or better still write them a letter quoting them a thousand or two more than you expect to receive for the same so that you can negotiate with them for a fair price.

Also enclosed is bill of Piper, Carey & Hall, which I have O.K'd.

Very truly yours,

Albert H. Ganschof

AHTB.GDM

CABLE ADDRESS:
"FILMAMIF"

TELEPHONE:
MONROE 4411-4412

Diamant Film Company of America, Inc.

John Ferry
[illegible]

~~[illegible] FIFTH AVENUE~~
PARAGON STUDIOS
~~NEW YORK, N.Y.~~
WEST FORT LEE, N.J.,

April 29, 1925.

Mr. Nat.Banzaf,
Wurlizer Bldg,
42nd Street,
N.Y.C.

Dear Sir:

We understand that, at the Griffith Studio, you have for sale the following articles:

SET #1- One motor generator set 175 KW,1400 AMP, 120 Volts, direct current henerator direct connection to a 240 KVA 440 volts synchronous motor- General Electric. This set is very modern and in first class condition.

SET #2 - One 200 HP slip ring induction motor,direct connection to a 150 Kw 1200 Amp.direct current generator, Western Electric.

SET #3 - Same as set # 2.

The following auxiliary equipment:

One switchboard for controlling high tension oil switches and transformers complete with all instruments,automatic regulators, circuit breakers, generator control panels,etc.,

One lightning arrester equipment, all oil switches and operating mechanism.

The following transformer equipment:

4 - 100 KVA transformers
2 - 150 " "
2 - 250 " " complete with all accessories.

We have had these things examined by an expert electrician, and we would like to offer you $3000.00

Mr. Nat. Ganzaf N.Y.C.

for the whole lot.

If this bid meets with your approval please communicate with us by telephone or letter.

Yours very truly,

DIAMANT FILM COMPANY OF AMERICA, INC.,

By, [illegible] President.

JM;

JAMES PIPER
FRANCIS J. CAREY
J. BANNISTER HALL, JR.
JOHN S. CHERT
G. LIST WARNER
EVAN G. LLEWELLYN
GEORGE S. NEWCOMER
JOHN H. JACKSON
E. HARRY FRANT

LAW OFFICES
PIPER, CAREY & HALL
CALVERT BUILDING
BALTIMORE

CABLE ADDRESS
"THEMIS"

May 5, 1925.

Mr. Albert H. T. Banzhaf

to

PIPER, CAREY & HALL, Dr.

For professional services and advice in connection with holding annual meeting of stockholders of D. W. Griffith, Inc. on April 6, 1925 and adjournments thereof to April 13, 1925 and May 4, 1925, respectively; also inspecting, counting, tabulating and stamping proxies of stockholders presented at said meetings.....	$150.00
Forwarding lists of proxies.....	2.20
1924 Dec. 2, Bill rendered.....	25.00
	$177.20

Received payment,

T.E.
11/4/25

CABLE ADDRESS:
"FILMGUILD"

TELEPHONE:
[redacted]

Diamant Film Company of America, Inc.

JOHN STREET
[redacted]
WEST FORT LEE, N. J.
[redacted]

July 17, 1925.

D. W. Griffith Inc.,
1476 Broadway,
New York City.

Attention: Mr. J. G. Epping.

Gentlemen:

Replying to your letter of July 16th, we wish to say that we regret that you cannot accept our offer of $3,000. for the electrical material we have been discussing, as this is the maximum that we feel we are willing to give for it. We really do not need it, and it would be a luxury to buy it.

Very truly yours,

DIAMANT FILM CO. OF AMERICA, INC.
BY:

President.

Fort Lee 1647